

POLICY: \$13.0

COURSE FEE REFUND

1.0 INTRODUCTION

1.1 Context

The Australian Institute of Management Education and Training (AIM) as a nationally registered training organisation (RTO 0049) seeks to provide a positive and productive experience to support individuals and organisations in achieving their goals. AIM recognises that customers may experience a change in their circumstances that may impact on their study.

1.2 Purpose

This policy provides the principles that govern student requests for a refund of their course fee. Related processes are outlined in the Deferral, Extension, Transfer, and Withdrawal Policy and Procedure.

1.3 Scope

This policy applies to all AIM staff and third-party staff involved in processes related to managing student requests for a refund of their course fees.

This policy applies to all students enrolled in AIM's nationally recognised Training Products including where a student accesses government funding or traineeships.

1.4 Scope Exceptions

The policy only applies to nationally recognised Training Products, not to unaccredited training.

2.0 RESPONSIBILITIES

- 1. All those referred to under the Scope of this policy are responsible for complying with the terms and its procedure.
- 2. Specific responsibilities are provided in the AIM Course Fee Refund Procedure.

3.0 POLICY

3.1 Principles

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- 1. AIM provides prospective and enrolled students with the terms and conditions of their enrolment, including clear information on course fee refunds before enrolment.
- 2. AIM complies with the Standards for Registered Training Organisations (RTOs) related to informing and protecting students about changes to their study and course fee refunds, and with relevant national and state legislation covering fair trading, competition, and consumer affairs.
- All requests for course fee refunds must be made in writing to <u>studentsupport@aim.com.au</u> using the appropriate form as determined by AIM and outlined by the Course Fee Refund Procedure.
 - AIM will acknowledge receipt of the student's request and provide a written outcome of the assessment. If a student does not submit all required documentation, this may delay the outcome of the assessment.
- 4. Students with a VET student loan must refer to the <u>VET Student Loans Tuition</u> <u>Fee and Refunds Policy</u> and the <u>VET Student Loans Withdrawal and Re-Credit Procedure</u> to ensure they are aware of their obligations if they wish to change their study due to changes in their circumstances or other events.
- 5. Students may be eligible for a full or partial refund of their course fees under the following conditions:
 - a. they enrolled in a course that has been cancelled by AIM.
 - b. they overpaid the course fee.
 - c. they paid the Smart and Skilled fee and, after commencement of study, they were granted a fee exemption dated to the time of their course enrolment.
 - d. they formally advised AIM in writing within the five (5) business day provisional enrolment period that they wished to withdraw.
 - e. Special consideration has been applied for and granted.
- 6. AIM will assess student requests for a course fee refund in the following manner:
 - a. Students meet one of the conditions in clause 3.1.6.
 - b. If the student withdraws after the five (5) business day provisional period, and is eligible for a refund under Special Consideration, they may still be charged an administration fee of \$500 which is non-refundable.
- 7. If a student is eligible for a refund, the amount will be calculated on the *lower* of the following:
 - (a) Pro-rata time refund, or
 - (b) Pro-rata progress refund.
- 8. A Pro-rata time refund is calculated based on the percentage of time remaining in the course at the date of Special Consideration being submitted, multiplied by the course fee paid. That is, (A / B) x C, where:

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- A = number of months remaining in the course from the date that Special Consideration was applied for
- B = total length of the course
- C = the course fee.
- 9. A Pro-rata progress refund is calculated based on the percentage of Units of Competency not completed as a proportion of the total number of Units of Competency in the Course, multiplied by the course fee paid. That is, (D / E) x C, where:
 - D = number of Units of Competency not completed
 - E = total number of Units of Competency in the Course
 - C = the course fee.

3.2 Special Consideration

- 1. In the case of refunds based on Special Consideration, AIM must be satisfied that the special circumstances applied to that student and that the circumstances:
 - were not pre-existing conditions
 - were beyond the student's control and
 - did not make their full impact on the student until on or after the enrolment date and
 - were such that it made it impracticable for the student to complete their course beyond the original course duration.
- 2. Special Consideration generally cannot be considered in the following circumstances:
 - changing jobs/resignation or termination from the student's job
 - increased workload at a student's job/changing work hours
 - moving address
 - · change of mind
 - finding the course more challenging or time-consuming than what the student expected and
 - the course is no longer relevant to the student's needs.
- 3. All requests for Special Consideration must be received within thirty (30) calendar days of the student withdrawing from their course.

3.3 Appeals

- 1. Students who seek to appeal AIM's assessment outcome of their course fee refund application must do so within thirty (30) calendar days of receiving their written outcome from AIM.
- 2. The appeal will be handled under the process and timelines of the <u>Complaints</u> and Appeals Policy.

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4.0 DEFINITIONS

- Cancellation refers to cases where AIM cancels a student enrolment as the student has not met the terms and conditions of their enrolment. This may include:
 - there is non-payment of fees; or
 - serious academic, general misconduct or breach of the AIM Student Code of Conduct; or
 - the student fails to submit required documentation to AIM or submits falsified documentation; or
 - the student does not complete the course by the Course End Date and does not apply for a course extension; or
 - the student does not meet course progress requirements; or
 - state funding or traineeship requirements are not met; or
 - expiry of the Commitment ID (CID) date for students subsidised under the NSW Smart and Skilled program.
 - VSL students do not progress through the course as per the AIM policy on student progression and do not meet their <u>student obligations</u> under VET Student Loans.
- **Course** a program of study that may consist of a nationally recognised qualification, accredited course, skill set or unit of competency.
- Course start date is the date on which all the following conditions have been met:
 - The student has accepted AIM's terms and conditions via DocuSign,
 - The student has received their login details to the Learning Portal (myAIM),
 - The student has access to the Learning Portal and can review the first module.
- Course End Date The course End Date is calculated based on a student's enrolment date and the nominated course duration at the time of the student's enrolment.
- Course Extension a Course Extension provides students with an extended period to complete their course past the Course End Date. A course extension involves a cost that is not refundable.
- Course Deferral In some circumstances, a student may wish to defer their course enrolment or place their course on hold due to unforeseen events that do not allow continued study. No cost is involved.
- Course Transfer refers to an internal transfer to another accredited course that is currently offered by AIM and that is accepting new student enrolments. A cost may be involved if the new course is at a higher fee. If the new course is at a lower fee, no refund is given.

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- Provisional Enrolment Period An enrolment is provisional for five (5) business
 days, allowing a student to access their course and ensure it meets their
 requirements.
- **Refund** refers to the cancellation of the full or partial fee of a course or units of study that a student has already paid. The refund and the amount of the refund will depend on student eligibility.
- Remission is the cancellation of student debt or obligation related to a VET Student Loan debt or subsidised training such as a Smart and Skilled.
- **Special Consideration** allows for the review of extenuating circumstances which the student alleges were not the fault of the student, impacted on them, and made it impracticable for them to complete the course.
- **Training Product** a nationally recognised training package qualification, skillset, unit of competency, or accredited course
- Withdrawal refers to a student withdrawing from their course and completing the Withdrawal form. Formally withdrawing enables a student to reapply to study in the future if desired. A withdrawal does not guarantee a refund.

5.0 REFERENCES AND ASSOCIATED INFORMATION

- Complaints and Appeals Policy and Procedure
- Student Code of Conduct
- VET Student Loans Act 2016
- VET Student Loans Tuition Fee and Refunds Policy
- VET Student Loans Withdrawal and Re-Credit Procedure
- VET Student Loans Progression Form Fact Sheet
- VET Student Loans Information Booklet
- Deferral, Extension, Transfer and Withdrawal Policy and Procedure

6.0 POLICY/PROCEDURE OWNERSHIP

Policy Owner	Executive Director AIM		
Status	New Policy		
Approval Authority	CEO		
Date of Approval	2 September 2024		
Effective Date	9 September 2024		
Implementation Owner	Head of Academic Delivery VET		
Maintenance Owner	VET Compliance and Operations		
Review Due	1 August 2026		
Content Enquiries	Yelena Almeida <u>yelena.almeida@aim.com.au</u>		

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7.0 AMENDMENTS

Version	Amendment Approval (Date)	Amendment Made By (Position)	Amendment Details
S13.0	2 September 2024	VET Compliance and Operations Manager	New Refund policy

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