F5.0 Student Refund Policy

1. Context

Torrens University Australia is committed to providing a supportive student-centred learning environment which maximises the potential for its students to succeed in their studies. The University recognises that changes to the personal circumstances of a student may impact on their ability to continue in their studies. In accordance with the policy, students may withdraw from their studies on or before the census date without financial penalty. After the census date has passed, a student may seek a re-credit of their FEE-HELP balance and remission of their FEE-HELP debt where special circumstances exist.

2. Definitions

**Census date:** the last date in the trimester to withdraw from enrolment in that trimester without incurring a tuition fee or FEE-HELP liability.

**Course:** a component of study of a coursework program which is assigned a unit value.

**Domestic student:** a student who is an Australian citizen, a New Zealand citizen, or a holder of an Australian permanent visa.

**FEE-HELP:** a loan scheme that assists eligible fee paying domestic students to pay all or part of their tuition fees. Only Australian citizens, permanent humanitarian visa holders, and permanent visa holders who are studying as part of a bridging program for overseas trained professionals, are eligible for FEE-HELP.

**Program:** the series of courses in which a student enrolls and which, when completed, will lead to conferral of a designated academic award (degree, graduate certificate or graduate diploma).

**Special circumstances:** The circumstances under which a student is eligible for a refund of up-front fees paid or a re-credit of FEE-HELP liability after the census date has passed, for courses that have been commenced or not successfully completed. Special circumstances are outside the student’s control and/or make it impractical for the student to complete the requirements of the course/s for which tuition fees have been paid or FEE-HELP liability incurred. Torrens University Australia
recognises that special circumstance may not have made their impact on the student before or on the census date (See Appendix A).

**Tuition Assurance Scheme:** Under the provisions of the *Higher Education Support Act 2003* and the associated *Higher Education Provider Guidelines 2012*, Torrens University Australia Ltd is required to provide a tuition assurance arrangement for domestic students who are enrolled in its programs. This requirement protects students in the event that Torrens University Australia ceases to provide the program of study in which they are enrolled.

### 3. Scope

This policy applies to all domestic students. International students are outside the scope of this policy but are protected by the *Education Services for Overseas Students (ESOS) Act 2000*, the *ESOS Regulations 2001* and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*.

### 4. Principles

Torrens University Australia adopts fair and equitable processes for the issuing of tuition fee refunds to students and is guided by, and complies with, the *Higher Education Support Act 2003*, the *Higher Education Provider Guidelines 2012* and the *Administration Guidelines 2012*.

### 5. Withdrawal from a Program

**5.1 Before the Program commences:**
Students who formally withdraw from a program or course/s before the program or course/s have commenced will receive a full refund of tuition fees paid. If the student had applied for FEE-HELP support, no liability for FEE-HELP will apply.

**5.2 After the Program commences:**
Students who formally withdraw after a program or courses/s commence but on or before the census date will receive a full refund of tuition fees paid. If the student had applied for FEE-HELP support, no liability for FEE-HELP will apply.

Students who withdraw after the published census date will remain liable for the tuition fees paid. If they have applied for FEE-HELP, they will incur a FEE-HELP liability and their FEE-HELP balance will be reduced accordingly.

A student may apply to have their tuition fees refunded, or their FEE-HELP liability remitted and FEE-HELP balance re-credited, if they withdraw after the census date, or have been unable to complete the requirements of the program or course/s, and believe this is due to special circumstances (see Appendix A).

Applications for Special Circumstances refunds and re-credit of FEE-HELP liability must be submitted, with documentary evidence, via the Request for Refund form. Documentary evidence must be original or certified copies of documents.
6. Program Cancellation (Provider Default)

Statement of Tuition Assurance
As required by Chapter 2 of the Higher Education Provider Guidelines 2012, in the event that Torrens University Australia ceases to provide a program of study, students enrolled in that program will be notified in writing and are entitled to one of two choices:

6.1 The Program Assurance Option
This involves an offer of a place in a similar program of study leading to a comparable qualification with another nominated higher education provider, with full credit for the courses successfully completed at Torrens University Australia and without any requirement to pay the new provider tuition fees for replacement courses (that is, courses that the student has commenced but not completed because the course ceased to be offered.)

OR

6.2 The Student Contribution/Tuition Fee Repayment Option
This involves a refund of students’ up-front payments already paid by a student for any courses the student has commenced but not completed because the course ceased to be offered. This option also results in students having their FEE-HELP balances re-credited for the uncompleted courses.

Torrens University Australia’s Tuition Assurance Statement is published on the University’s website.

7. Withdrawal from a Course

7.1 Before the course published census date:
Students who lodge their Application for Withdrawal on or before the specified course/s census date:

• Will be withdrawn from the course/s without penalty and will receive a full refund of tuition fees paid.
• If they have applied for FEE-HELP, they will not incur a FEE-HELP liability for the course/s.

7.2 After the course published census date:
Students who lodge their Application for Withdrawal after the specified course/s census date:

• Will remain liable for the course tuition fee.
• If they have applied for FEE-HELP, they will incur a FEE-HELP liability for the course and their FEE-HELP balance will be reduced accordingly.

8. Refund of fees under special circumstances
If a student who has paid upfront tuition fees lodges a Request for Refund form on the basis of special circumstances and the University is satisfied that special circumstances exist, the student’s fees for the relevant courses will be fully refunded. The following process for seeking a fee refund applies:

8.1 A Request for Refund form must be lodged with the Manager, Student Administration within 12 months of the date of withdrawal from the program/courses, or, if a student has not withdrawn, within 12 months of the end of the period in which the course/s were to be
undertaken. This period may be extended on the grounds that it was not possible to apply within the 12 month period.

8.2 The Request for Refund form must include supporting documentary evidence and be signed by the student. All supporting documents must be original documents or certified copies.

8.3 The receipt of the Request for Refund form will be acknowledged by the Manager, Student Administration within three working days. The Manager, Student Administration will consider the request, seek advice as necessary, and make a determination which will be communicated to the student within 10 working days of the receipt of the Request for Refund form.

9. Re-credit of FEE-HELP balances under special circumstances

If a student who has incurred a FEE-HELP liability lodges a Request for Refund form on the basis of special circumstances and the University is satisfied that special circumstances exist, the student’s FEE-HELP balance will be re-credited and the debt for the courses concerned will be remitted. The following process for seeking re-credit of FEE-HELP liability and remission of FEE-HELP debt for applies:

9.1 A Request for Refund form must be lodged with the Manager, Student Administration within 12 months of the date of withdrawal from the program/courses, or, if a student has not withdrawn, within 12 months of the end of the period in which the course/s were to be undertaken. This period may be extended on the grounds that it was not possible to apply within the 12 month period.

9.2 The Request for Refund form must include supporting documentary evidence and be signed by the student. All supporting documents must be original documents or certified copies.

9.3 The receipt of the Request for Refund form will be acknowledged by the Manager, Student Administration within three working days. The Manager, Student Administration will consider the request, seek advice as necessary, and make a determination which will be communicated to the student within 10 working days of the receipt of the Request for Refund form.

10. Review of FEE-HELP determination

Students who are dissatisfied with a determination about a remission of FEE-HELP liability and re-credit of FEE-HELP balance may seek a review of the determination from the Review Officer within 28 days of the receipt of the original decision.

Torrens University Australia’s Review Officer is the Director, Operations and Services who is the Manager, Student Administration’s line manager and who is independent of the process of making remission and re-credit determinations.

10.1 The request for review must be in writing to the Review Officer and include the date of the original decision, the reasons for applying for the review and additional relevant evidence. Additional evidence must be original documents or certified copies.

10.2 A written Notice of Receipt will be sent to the applicant within three working days by the Review officer. The Notice of Receipt will advise the applicant of the timelines that will apply to the review, and that if the applicant has not been advised of the outcome of the
review within 45 days of lodging the application, the reviewer is taken to have confirmed the original decision.

10.3 The Review Officer will provide a written decision to the student, including reasons for the decision, within the timelines advised in the acknowledgement of the request for review (10.2). The decision will advise the student they have the right to appeal to the Administrative Appeals Tribunal (AAT).

11. Appeals
The Student Grievance Management Policy and the Administrative Grievance Procedures outline the appeal mechanism available to students who are not satisfied with determinations made by the University regarding tuition fee refunds or re-credit of FEE-HELP liability and remission of FEE-HELP debts.

They may seek external appeal and review by the Administrative Appeals Tribunal (AAT) in relation to decisions about re-crediting a FEE-HELP balance. The Adelaide AAT Registry is located at:

Administrative Appeals Tribunal
11th Floor Chesser House
91 Grenfell Street
Adelaide SA 5000
Phone 08 8201 0600

The AAT website provides up to date information about fees that apply to lodging an appeal which currently range from no fee payable up to $816.

The Secretary of the Commonwealth of Australia represented by the department which has the responsibility for administering the Higher Education Support Act 2003 (the Department) or the Secretary’s delegate will be the respondent for cases that are brought before the AAT. Upon the Department’s receipt of notification from the AAT, the Department will notify Torrens University Australia that an appeal has been lodged. Upon receipt of this notification from the Department, the Review Officer will provide the Department with copies of all the documents they hold that are relevant to the appeal within five (5) business days.

Note: Under the Act, the AAT may only hear appeals in relation to reviewable decisions. Recrediting a FEE-HELP balance is defined as a reviewable decision, while refunding a tuition fee is not. Therefore under the Act, the AAT does not hear appeals in relation to tuition fee refunds.
Appendix A:

Special Circumstances

A refund or a remission of FEE-HELP liability and re-credit of FEE-HELP balance will only be granted after the census date where a student can demonstrate that there were circumstances that were:

(a) beyond the student’s control;
(b) did not make their full impact on the student until on, or after, the census date for the course in question; and
(c) make it impractical for the student to complete the requirements for the course during the period which the student undertook, or was to undertake, the course.

Beyond a student’s control

The University will be satisfied that a student’s circumstances are beyond their control if a situation occurs which a reasonable person would consider is not due to the student’s action or inaction, either direct or indirect, and for which the student is not responsible. The situation must be unusual, uncommon or abnormal.

For example, sudden bereavement of a close family member of the student is considered beyond a student’s control.

Circumstances that did not make their full impact until on or after the census date

The University will be satisfied that a student’s circumstances did not make their full impact on the student until on or after the census date for a course if the student’s circumstances occur:

a. Before the census date, but worsen after that day; or
b. Before the census date, but the full effect or magnitude does not become apparent until on or after that day; or
  c. On or after the census date.

Circumstances that make it impractical for the person to complete the requirements

The University will be satisfied that a student’s circumstances make it impracticable for the student to complete the requirements for the course during the period which the student undertook, or was to undertake, the course if circumstances such as the following occur:

(a) medical circumstances. For example, where a student’s medical condition has changed to such an extent that he or she is unable to continue studying; or
(b) family/personal circumstances. For example, death or severe medical problems within a family, or unforeseen family financial difficulties, so that it is unreasonable to expect a student to continue studies; or
(c) employment related circumstances. For example, where a student’s employment status or arrangements have changed so that the student is unable to continue his or her studies, and this change is beyond the student’s control; or
(d) program related circumstances. For example, where the provider has changed the course it had offered and the student is disadvantaged by either not being able to complete the course, or not being given credit towards other courses or programs.

A student is unable to complete the requirements for a course if the student is unable to:

(a) undertake the necessary private study required, or meet attendance requirements in order to meet their compulsory program requirements; or
(b) complete the required assessable work; or
(c) sit the required examinations; or
(d) complete any other program requirements because of their inability to meet (a), (b) and (c) above.