

**Policy Owner:** College Director and Principal

**Keywords:** Refunds

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Schedule 1. Refund Rules and Cancellation Charges – International Students

Schedule 2. Refund Rules and Cancellation Charges – Domestic Students

Schedule 3. Refunds Rules and Cancellation Charges – ELICOS Students

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### 1. INTENT

- 1.1 This Policy articulates the circumstances under which a Student may claim a Refund of Fees paid to Edith Cowan College.

### 2. ORGANISATIONAL SCOPE

- 2.1 This Policy applies to all Staff, Students and Courses at ECC.

### 3. DEFINITIONS:

- 3.1 The [Glossary of Policy Terms](#) applies to this Policy.

### 4. POLICY CONTENT:

#### General Principles

- 4.1 ECC is committed to the value of fairness and accepts that in certain circumstances Students will be entitled to a full or partial Refund of Tuition Fees.
- 4.2 A Student may Cancel their Enrolment in a Unit or Course at any point in time. Depending on the timing of that request, a Student may be subject to a Cancellation charge as outlined in the Schedules 1-3 of Policy.
- 4.3 ECC will strive to ensure that Students are aware of any available Refunds under this Policy; however, it is the responsibility of the Student to be aware of any Refunds available on their account under this Policy and to maintain current contact details.
- 4.4 Refunds will be issued according to Schedules 1-3 in this Policy, using Orientation Date as the 'Commencement Date' for Refund purposes.

- 4.5 This Policy and the availability of ECC's [Student Complaints Policy](#) and [Student Appeals Policy](#) do not restrict a Student's right to access Australia's consumer protection laws or pursue other legal remedies.

### Fees and Charges

- 4.6 ECC Tuition Fees and charges are:
- established by the Senior Management of ECC;
  - publicly available on the [ECC website](#);
  - clearly stated on individual Letters of Offer; and
  - made available to all ECC Students via the ECC Portal.
- 4.7 Tuition Fees and charges are payable to the ECC Student Fees Account and funds are drawn down from this account once a Student commences at ECC.
- 4.8 Once an applicant accepts a place offered by ECC and pays Fees or incurs a FEE-HELP debt, a binding contract is created between the Student and ECC.
- 4.9 The person signing the acceptance forms is liable for payment of all Fees.

### Non-Refundable Fees and Charges

- 4.10 Late payment and Cancellation charges are non-Refundable.
- 4.11 Any balance remaining in a Student's account three (3) months after the Student has completed or Withdrawn from their Course will be forfeited.
- 4.12 Where a Student has any outstanding debt or a penalty, the debt or penalty must be paid in full; otherwise, the debt or penalty amount will be deducted from any Refund.
- 4.13 A Student whose Enrolment is Terminated as a result of seriously breaching ECC Policies or Procedures will not be entitled to any Refund of Tuition Fees.
- 4.14 Late re-Enrolment Fees for returning Pathway Students are non-Refundable.
- 4.15 Bursaries and entry Scholarships are non-Refundable; Refunds will be reduced by the amount of the original Bursary and/or Scholarship.
- 4.16 No Refund will be paid to FEE-HELP assistance Students. FEE-HELP assistance Students must formally Withdraw from a Unit or the Course before Census Date, otherwise the FEE-HELP debt will be incurred for that Study Period.

### Refunds

- 4.17 A Refund request must be made via the submission of a completed [Refund Request Form](#) to Student and Academic Services. Students are encouraged to seek help from Admissions Staff (for Students who have not yet commenced) or from Student and Academic Services.
- 4.18 The date of [Refund Request Form](#) completion is when the *Refund Policy* will take effect.
- 4.19 The Refund will be calculated in accordance with the conditions set out in the *Fee Refund Schedules 1, 2 and 3*.
- 4.20 Cancellation charges will be calculated in accordance with the conditions set out in the *Fee Refund Schedules 1, 2 and 3*.

- 4.21 Cancellation charges for withdrawal from a course will be applied to the total Tuition Fees payable for the Study Period. For Commencing Students, the Tuition Fees payable are based on a Full-time Study Load. Where a Commencing Student Withdraws from a single Unit on or before Week 4 of their first Study Period, Tuition Fees for that Unit will not be Refunded but will instead be credited to the following Study Period. In the event that the Student Withdraws from the Course before using the Tuition Fee credit, the credit will be forfeited.
- 4.22 Refunds will only be made by direct deposit (electronic funds transfer) into a bank account nominated by the Student on the [Refund Request Form](#), or, where Fees were paid by credit card, by issuing a credit to that credit card.
- 4.23 All Refunds will be paid in Australian dollars. Where it is necessary for the Refund to be converted into a currency other than Australian dollars, the amount to be Refunded will be converted using the exchange rate on the date the payment is made. ECC will not be responsible for fluctuations in exchange rates or for meeting the exchange cost.
- 4.24 For Pathway Students, Census Date is the date on which Unit Enrolments are confirmed; after this date Tuition Fees for confirmed Units may only be Refunded under [Exceptional Circumstances](#).
- 4.25 For ten-week ELICOS Courses, Census Date is the last Teaching Day of Week 4; for a five-week ELICOS Course the Census Date is Friday of Week 1.
- 4.26 Non-self-supporting Students are required to declare that they have their parents' (or legal guardians') permission to obtain a Refund of Tuition Fee credits. Whilst all care is taken, ECC takes no responsibility for Refunding monies to a Student who has misled ECC regarding permission from parents to do so.
- 4.27 Sponsored Students will not be permitted to request a Refund of any Tuition Fee credits; such credits can only be paid to the recorded Sponsor.
- 4.28 Refunds will only be sent to overseas bank/addresses if the value is in excess of AU\$50.
- 4.29 Students providing the College with incorrect bank details will be Refunded again less the bank charges incurred by ECC, after the money has been credited in the ECC bank account.
- 4.30 Where a Student is entitled to a Refund of Fees under this Policy, the Refund will be paid within four (4) weeks of ECC approving the Refund.

### Deferral

- 4.31 If a Student applies for Deferral before Census Date, and it is approved by ECC, the College will credit any Fees paid for the relevant Study Period without penalty. If the Student subsequently Withdraws, the *Refund Policy* will apply as at the date ECC received the original request for Deferral regardless of a subsequent offer being made.
- 4.32 If a Student applies for Deferral after Census Date, and it is approved by ECC, their place will be held, and all Tuition Fees applicable to that Study Period will not be Refunded.

### Exceptional Circumstances

- 4.33 A Student whose Withdrawal or Enrolment Cancellation is due to [Exceptional Circumstances](#) can request that Cancellation charges be waived or, if applicable, request a remission of their FEE-HELP debt.

- 4.34 Refund requests should outline the reasons for the Withdrawal and include documentary evidence such as Medical Certificates to support the application. Requests must be made in writing within twelve (12) months of the date of the Withdrawal request or the conclusion of the Study Period in which the Course was undertaken.

### Provider Default

- 4.35 ECC reserves the right to withdraw a Unit(s) or Course from offer at its discretion. If a Student is unable to Enrol in a similar Course or Unit(s) at ECC and the Enrolment is Cancelled, all Fees will be Refunded in full. Fees will be refunded as per the Schedules.
- 4.36 In the unlikely event that ECC is unable to provide a Refund or place a Student in an alternative Course, Students may seek remedy through one of the following Tuition Assurance Schemes:
- a) for International Students, the [Tuition Protection Service \(TPS\)](#); and
  - b) for Domestic Students, the [Higher Education Tuition Assurance Scheme](#).
- 4.37 ECC provides a [Statement of Tuition Assurance](#) on the ECC website.

### International Students on Australian Student Visas:

- 4.38 Proof of visa refusal for Students must be sent to ECC no later than four weeks after visa refusal notification. Refund entitlements will be calculated according to Schedules 1-3.
- 4.39 A Student who is deemed to be a [Non-Genuine Temporary Entrant](#), as defined by the Department of Home Affairs, will have refund entitlements calculated according to Schedules 1-3.

## 5. ACCOUNTABILITIES AND RESPONSIBILITIES

- 5.1 The **College Director and Principal** has overall responsibility for this Policy and its operation at ECC, including approving refunds granted due to Exceptional Circumstances.
- 5.2 **ECC prospective and Enrolled Students** are responsible for acting in accordance with this Policy.
- 5.3 The **Commercial Finance Manager** is responsible for implementing Refunds determined under this Policy.

## 6. RELATED DOCUMENTS:

- 6.1 Relevant to this Policy are:

[Academic Progression Policy](#)  
[Admissions Policy](#)  
[Credit and Recognition of Prior Learning \(RPL\) Policy](#)  
[Enrolment Policy](#)

- 6.2 This Policy has been developed in line with requirements set out in the:

*Higher Education Support Act 2003*  
*Education Services for Overseas Student Act 2000*  
*The National Code of Practice for Providers of Education Training to overseas Students 2018*

**7. CONTACT INFORMATION:**

For queries relating to this document please contact:

<b>POLICY OWNER</b>	College Director and Principal
<b>ALL ENQUIRIES CONTACT:</b>	Quality and Compliance Manager
<b>TELEPHONE:</b>	08 6279 1133
<b>EMAIL ADDRESS:</b>	justask@ecc.edu.au

**8. APPROVAL HISTORY:**

<b>POLICY APPROVED BY:</b>	Senior Executive Team
<b>DATE POLICY FIRST APPROVED:</b>	November 2012
<b>DATE LAST MODIFIED:</b>	May 2022
<b>REVISION HISTORY:</b>	<p>May 2022. Change in Policy Owner. Language in Schedules 1-3 made consistent.</p> <p>February 2023. Re-introduction of Schedule 1 first table outlining refunds following visa refusal. Consistency in cancellation fees for students who withdraw from their course before the start of the study period.</p> <p>December 2023. Removal of reference to Partner Providers because ACBT has a local policy for refunds.</p>
<b>NEXT REVISION DUE:</b>	December 2025.

**Schedule 1. Refund Rules and Cancellation Charges – International Students**

Study Period Fees means a full-time study load of four (4) units

<b>ECC Cancels the course</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	No Cancellation Fee	Full Refund of Study Period Fees

<b>Visa Refused / Visa Withdrawal / GTE Refused (Proof of refusal/withdrawal necessary or written agreement not signed)</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Before Study Period commences	AUD\$500	Full Refund of Study Period Fees less cancellation Fee

<b>Commencing International Student withdraws from Course OR Commencing Student who fails to meet a condition of their Enrolment which prevents them from Enrolling in their Course OR Commencing International Student's visa is cancelled for breach of visa conditions (proof of refusal or cancellation necessary).</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
More than 10 weeks before Study Period commences	AUD\$500	Full Refund of Study Period Fees less cancellation Fee
10 to 4 weeks before Study Period commences	30% of Study Period Fees	70% of Study Period Fees
Less than 4 weeks before Study Period commences	60% of Study Period Fees	40% of Study Period Fees
From Week 1 up to end of Week 4 of Study Period	70% of Study Period Fees	30% of Study Period Fees
After Week 4 of Study Period	100% of Study Period Fees	No Refund

<b>Continuing International Student withdraws from Course in any Study Period.</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Notwithstanding the circumstances outlined in Clause 4.21, between the end of the previous Study Period and the commencement of the next Study Period.	No Cancellation Fee	Full Refund of paid Fees for the subsequent Study Period
From Week 1 up to end of Week 4 of Study Period	70% of Study Period Fees	30% of Study Period Fees
After Week 4 of Study Period	100% of Study Period Fees	No Refund

<b>Continuing International Student's application for Visa renewal is rejected following breach of visa conditions; OR Continuing International Student pending the outcome of an external appeal process has their visa cancelled.</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
More than 10 weeks before subsequent Study Period commences	No Cancellation Fee	Full Refund of paid Fees for the subsequent Study Period
10 to 4 weeks before Study Period commences	30% of Study Period Fees	70% of Study Period Fees
Less than 4 weeks before Study Period commences	60% of Study Period Fees	40% of Study Period Fees
From Week 1 up to end of Week 4 of Study Period	70% of Study Period Fees	30% of Study Period Fees
After Week 4 of Study Period	100% of Study Period Fees	No Refund

<b>Continuing International Student awaiting outcome of Appeal against Exclusion, re-Enrolls in Units and is unsuccessful in their Student Appeal</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
	AUD\$500	Full Refund of Study Period Fees less Cancellation Fee

<b>International Student withdraws from a single Unit</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Up to end of Week 4 of current Study Period	No Cancellation Fee	100% of Unit Fees credited to following Study Period
After week 4 of Study Period	100% of Study Period Fees	No Refund

<b>Non-arrival (Student default under the written agreement)</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Refund requested within 12 months of expected Commencement Date.	70% of Study Period Fees	30% of Study Period Fees

<b>International Student withdraws from Course or Units due to Exceptional Circumstances</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	At the discretion of the College	At the discretion of the College

<b>Enrolment is Cancelled due to serious Misconduct by the Student or the Student has been suspended or Excluded due to unsatisfactory Academic Progress.</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	100% of Study Period Fees	No Refund

<b>Application to study at ECC or seek advanced standing is based on applicant (or representative) submitting false or fraudulent information</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	100% of Study Period Fees	No Refund

**Schedule 2. Refund Rules and Cancellation Charges – Domestic Students**

Study Period Fees means a full-time study load of four (4) units

<b>ECC Cancels the Course</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times.	No Cancellation Fee	Full Refund of Study Period Fees

<b>Domestic Student Withdraws from the Course in any Study Period</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Before Course commences up to end of Week 4 of Study Period	No Cancellation Fee	Full Refund of Study Period Fees
After Week 4 of Study Period	100% of Study Period Fees	No Refund

<b>Domestic Student Withdraws from a single Unit</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Up to end of Week 4 of current Study Period	No Cancellation Fee	Fee paying students: 100% of Unit Fee credit to following Study Period; FEE-HELP students 100% of Unit Fee reversed.
After week 4 of Study Period	100% of Study Period Fees	No Refund or Credit

<b>Continuing Domestic Student awaiting outcome of Appeal against Exclusion, re-Enrolls in Units and is unsuccessful in their Student Appeal.</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
During the timeframe allowed for Student Appeals	AUD\$250	Full Refund of Study Period Fees less Cancellation Fee

<b>Non-arrival (Student default under the written agreement)</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Refund requested within 12 months of expected Commencement Date.	70% of Study Period Fees	30% of Study Period Fees

<b>Student withdraws from Course or Units due to Exceptional Circumstances</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	At the discretion of the College	At the discretion of the College

<b>Enrolment is Cancelled due to serious Misconduct by the Student OR the Student has been Excluded due to unsatisfactory Academic Progress.</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	100% of Study Period Fees	No Refund

<b>Application to study at ECC or seek advanced standing is based on applicant (or representative) submitting false or fraudulent information</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	100% of Study Period Fees	No Refund



**Schedule 3. Refund Rules and Cancellation Charges – ELICOS Students**

<b>ECC Cancels the Course</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times.	No Cancellation Fee	Full Refund of ELICOS Fees

<b>Course Withdrawal Before Commencement Date</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
More than 4 weeks before Study Period commences	A\$500	Full Refund of ELICOS Fees less Cancellation Fees
4 weeks or less before Study Period commences	30% of ELICOS Fees	70% of ELICOS Fees

<b>Course Withdrawal After Commencement Date</b> (Students transferring between ELICOS Courses are taken as being continuing Students)		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Within the current ELICOS Level	100% of Fees paid for the current ELICOS Level	100% of subsequent ELICOS Level(s)

<b>Current student in a 10-week or longer ELICOS Level, presents new evidence of English, impacting current ELICOS studies, and moves to Edith Cowan University OR ECC Pathway Course OR is repackaged in a higher ELICOS Course.</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Before Close of Business of Week 4 of current ELICOS Level	50% of Fees paid for the current ELICOS Level.	50% of Fees paid for current ELICOS Level.
After Close of Business of Week 4 of current ELICOS Level	100% of ELICOS Fees paid for current ELICOS Level.	No Refund

<b>Current student in a 5-week study block, presents new evidence of English, impacting current ELICOS studies, and moves to Edith Cowan University or ECC Pathway Course or is repackaged in a higher ELICOS Course.</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
After Close of Business of Week 1 of current ELICOS Level	100% of ELICOS Fees paid for the current ELICOS Level	No Refund

<b>Deferring Course</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Before Commencement date	No cancellation fee, 100% of ELICOS Fees to be held in credit for up to 12 months	100% of ELICOS Fees paid to be held in credit for up to 12 months
After Commencement Date	Cancellation fee is equal to ELICOS Fees owing for weeks studied, remaining fees to be held in credit for up to 12 months (e.g. If submitted at in Week 2, cancellation = 2 weeks of ELICOS Fees)	100% of remaining ELICOS Fees paid less cancellation fee to be held in credit for up to 12 months

<b>Non-arrival</b> (Student default under the written agreement)		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
Refund requested within 12 months of expected Commencement Date.	70% of ELICOS Fees	30% of ELICOS Fees

<b>International Student withdraws from Course or Units due to Exceptional Circumstances</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	At the discretion of the College	At the discretion of the College

<b>Enrolment is Cancelled due to serious Misconduct by the Student or the Student has been suspended or Excluded due to unsatisfactory Academic Progress.</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	100% of ELICOS Fees	No Refund

<b>Application to study at ECC or seek advanced standing is based on applicant (or representative) submitting false or fraudulent information</b>		
<b>Notification Period</b>	<b>Cancellation Fee</b>	<b>Refund</b>
At all times	100% of ELICOS Fees	No Refund