

Australian Airline Pilot Academy Pty Ltd
ABN: 79 128 392 469
RTO Code: 91646
CRICOS Provider Code: 03181K
Address: Don Kendell Drive,
Wagga Wagga Airport, Forest Hill NSW 2651
Postal: PO Box 91, Forest Hill NSW 2651
Email: ro@aapa.net.au
Tele: +61 2 6926 7400



FEES, CHARGES AND REFUND POLICY AND PROCEDURES

Fees, Charges and Refund Policy and Procedure

1.0 Purpose

- 1.1 The VET Quality Framework, ESOS Act 2000 (amended) and National Code 2018 require that RTOs protect fees paid in advance and have a fair and reasonable refund policy.
- 1.2 We are committed to providing a fair and transparent policy and procedure when dealing with students and prospective students in regard fees charged, protection of fees and refunds where warranted.

2.0 Scope

This applies to all **international students** enrolled at the Australian Airline Pilot Academy Pty Ltd.

3.0 Definitions

Acknowledgement of policy means that the student or prospective student has been provided a copy of the fees, charges and refund policy and acknowledges and agrees to the terms and conditions of the fees, charges and refund policy on signing the Student Agreement Acceptance **Amendments to policy** means that the RTO reserves the right to amend this policy at any time, the amendments will be for the purpose of continuous improvement of RTO operations and will not affect the student in any way, shape or form

Chairman approval means that the AAPA Executive Chairman is the only person authorised to approve transfers out of the pre-paid tuition fees account (unless delegated)

Confirmed place is contingent upon the student completing the student enrolment application, supplying requested documentation (must be certified copies of originals), acknowledging acceptance of offer, completion of and signing the Student Agreement Acceptance for final approval and paying initial fees & subsequent fees as detailed in the Student Agreement Acceptance and Letter of Offer.

Course means a course of education or training, as detailed in the Letter of Offer

Designated initial pre-paid fees account, this is the Approved Deposit Taking Institute account (Pre-paid ADI account) that we deposit all pre-paid tuition fees and this is a holding account

Provider Default means that a registered provider defaults in relation to an overseas student or intending overseas student and a course at a location if **either** of the following has occurred:

(i) the provider fails to start to provide the course to the student at the location on the agreed starting day;

(ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and

the student has not withdrawn before the default day. (refer to provider default Section 46A)

The exception to the rule is detailed in ESOS Act Section 46A (3)

Student Default means that the overseas student or intending overseas student defaults in relation to a course at a location if:

(a) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or

(b) the student withdraws from the course at the location (either before or after the agreed starting day); or

(c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:

(i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;

(ii) the student breached a condition of his or her student visa;

(iii) misbehaviour by the student. (refer student default Section 47A)

For an exception to paragraph (a), see ESOS Act Section 47A (2)

For an exception to subparagraph (c)(iii), see ESOS Act Section 47A (3).

A student also defaults if they have been **refused a student visa**; and the refusal was a reason for one or more of the following acts or omissions by the

Fees, Charges and Refund Policy and Procedure

student that directly or indirectly caused the student to default in relation to the course at the location:

- (i) the student's failure to start the course at the location on the agreed starting day;
- (ii) the students' withdrawal from the course at that location;
- (iii) the students' failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location. (refer ESOS Act Section 47D (5))

Default notification inclusions means the notification will include the following details:

- (a) the circumstances of the default;
- (b) the details of the students in relation to whom the provider has defaulted;
- (c) advice as to:
 - (i) whether the provider intends to discharge its obligations to those students under section 46D; and
 - (ii) (if appropriate) how the provider intends to discharge those obligations.

The provider must also notify, in writing, the Secretary and TPS Director of the default and the students in relation to whom the provider has defaulted.

This section continues to apply to a provider if the provider ceases to be a registered provider. (refer to Section 46B)

DHA means the Department of Home Affairs

Discharge of obligations outcome notifications means that the defaulting provider will notify the Secretary and the TPS Director (via PRISMS) **within 7 days** after the end of the provider obligation period (refer Section 46F). The notice must include the following:

- (a) whether the provider discharged its obligations to the students in accordance with section 46D;

Fees, Charges and Refund Policy and Procedure

- (b) if the provider arranged alternative courses:
 - (i) details of the students the provider arranged alternative courses for; and
 - (ii) details of the courses arranged; and
 - (iii) evidence of each student's acceptance of an offer of a place in an alternative course;
- (c) if the provider provided refunds:
 - (i) details of the students the provider provided refunds to;
 and
 - (ii) details of the amounts of the refunds provided.

This section continues to apply to a provider if the provider ceases to be a registered provider.

eCoE means the electronic Confirmation of Enrolment. This is the only accepted evidence of enrolment for processing Australian student visa applications. The CoE is needed to apply for a student visa.

Funds release means that funds will be removed from the pre-paid tuition fees account after the student has commenced course, or a refund is requested and approved, or by law.

Letter of Offer means the document offering a place at AAPA and also sets all the fees applicable to stated course.

No Refund means that the circumstances warrant that **no refund** will be paid to the student.

Notification of provider default means that the registered provider must give notices in accordance with this section if the provider defaults in relation to one or more overseas students or intending overseas students and a course at a location. The provider must notify, in writing, the Secretary and the TPS Director (via PRISMS) of the default **within 3 business days of the default occurring.** (refer to Section 46 of the Act)

Notification of student default means that the provider must notify in writing, the Secretary and the TPS Director (via PRISMS) of the default **within 5 business days of default occurring.** (refer to Section 47 of the Act). This

section continues to apply to a provider if the provider ceases to be a registered provider.

Obligations on registered providers means where the provider has defaulted in relation to an overseas student or intending overseas student and a course at a location. The provider must discharge its obligations to the student, in accordance with Section 46D subsection (3), within the period (the provider obligation period) of **14 days after the default day**.

The provider discharges its obligations to the student if:

(a) both of the following apply:

(i) the provider arranges for the student to be offered a place in a course in accordance with subsection (4) (at the providers expense);

(ii) the student accepts the offer in writing; or

(b) the provider provides a refund in accordance with subsection (6) .

OSHC means Overseas Student Health Cover

OSTF means Overseas Students Tuition Fund.

Other fees means any additional fees excluding tuition fees. All fees will be detailed fully in the Letter of Offer.

Pre-paid tuition fees means tuition fees received by a registered provider in respect of an overseas student or intending overseas student, in relation to a study period for a course to be provided by the provider, before the student begins the study period.

Recognition of Prior Learning is the acknowledgement of skills and knowledge obtained through learning achieved outside the formal education and training system, and the process of mapping prior knowledge and experience against the unit of competency in which student wishes to enrol.

Credit Transfer is a process that may lead to unit exemptions and helps students achieve recognition for prior completed studies. AAPA recognises evidence of completed units of competency in the form of certified copies of results issued by other Registered Training Organisations.

Refund means the refund payable to the student, which may be a part or full refund depending on the circumstances.

Study period means the study period for the course set out in our written agreement.

Sufficient funds means that at all times we will ensure there are sufficient funds in the Pre-paid ADI account to repay all tuition fees of non-commenced students.

Tuition fees means fees directly related to provision of a course. Tuition fees do not apply to OSHC or other similar costs not directly related to the provision of the course. (refer to Section 7, ESOS Act 2000)

Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. In the case of provider or student default, and in the unlikely event that we are unable to discharge our obligations to those students affected by the end of the provider obligation period, the Secretary and TPS Director will be contacted in writing. The TPS Director must provide the student with options for suitable alternative courses (if any such courses are available) or provide a refund for unspent tuition fees – the TPS Director will use a legislative instrument to calculate the unspent portion of pre-paid tuition fees.

Unspent tuition fees where the Provider has defaulted, means the tuition fees for a study period that has been paid for but not delivered by the RTO.

Written agreement means that the provider must enter into a written agreement with each overseas student or intending overseas student that:

- (a) sets out the refund requirements that apply if the student defaults in relation to a course at a location; and
- (b) meets the requirements (if any) set out in the national code. (refer Section 47B).

Please Note: Some of the above definitions are taken from the ESOS Act 2000. They are current at time of writing this document.

4.0 Terms and Conditions

4.1 In the event of a provider default, we will offer the student a refund for the difference between the pre-paid tuition fees and the training component that the student has completed.

4.1.1 The student is required to submit F.38 – Request for Refund.

4.1.2 Should AAPA not be able to meet its obligations to an affected student via offering an alternative course, or, is unable to provide a refund, then the TPS Director will provide the student with options for suitable alternative courses (if any such courses are available) or provide a refund for unspent tuition fees.

4.2 Student Default

An overseas student has defaulted in relation to a course at a location if:

4.2.1 The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or

4.2.2 The student withdraws from the course at the location (either before or after the agreed starting day); or

4.2.3 The registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:

4.2.3.1 the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;

4.2.3.2 the student breached a condition of his/her student visa;

4.2.3.3 misbehaviour by the student.

Note: AAPA will provide the student natural justice before refusing to provide, or continue providing, the course to the student at the location. (refer to student default ESOS Act Section 47A (3)).

AAPA will provide a refund of the amount (if any) required by the student agreement acceptance entered into with the students under section 47B. (refer student default ESOS Act Section 47D (2)).

Fees, Charges and Refund Policy and Procedure

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

AAPA will provide a refund under the section if:

4.2.4 An overseas student or an intending overseas student defaults in relation to a course at a location; and

4.2.4 a student has been refused a student visa; **and the refusal** was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:

4.2.4.1 the student's failure to start the course at the location on the agreed starting day;

4.2.4.2 the students' withdrawal from the course at that location;

4.2.4.3 the students failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location. (refer ESOS Act Section 47D (5))

The format to be used to work out the amount of unspent pre-paid fees in this case is in accordance with the legislative instrument under subsection 47E(4).

4.3 The student or prospective student has been provided a copy of the fees, charges and refund policy and acknowledges and agrees to the terms and conditions of the fees, charges and refund policy on signing the student agreement acceptance.

4.4 AAPA reserves the right to amend this policy at any time; the amendments will be for the purpose of continuous improvement of RTO operations and will not affect the student in any way, shape or form.

4.5 Requests for refund must be made in writing using F.38 - Request for Refund.

4.6 The application for refund will be reviewed by the Chairman or as delegated and if warranted will be authorised for payment.

Fees, Charges and Refund Policy and Procedure

- 4.7 AAPA will notify the Secretary via PRISMS of any students that complete their course early, transfer to another provider, defer or are suspended or have their enrolment cancelled or change the expected completion date of study.
- 4.8 All sections of the refund application form must be completed by the student and signed and dated and associated documentation may be required to facilitate approval for refund.
- 4.9 The signature of the student will be matched to the student's signature on file and if different, the refund will not be processed. Should the form and associated documentation be incomplete this may delay the processing of claim for refund.
- 4.10 Once the completed refund claim form is received, it will be assessed and any refunds due to the student will be paid within 4 weeks of receiving the satisfactorily completed written application on the appropriate form with any and all required associated documentation.
- 4.11 The refund will be paid directly to the nominated bank account of the student.

5.0 Recognition of Prior Learning (RPL) and Credit Transfer (CT)

RPL or CT assessment does not incur any additional cost to the current schedule of the course fee.

6.0 Accommodation, Meals and Other Costs

AAPA provides the accommodation for all the enrolled students in order to create the simulated enrolment for real life flight experience. The fee for accommodation and meals and other costs if applicable are outlined in the Letter of Offer.

7.0 Overseas Student Health Cover (OSHC)

Student must maintain the OSHC covering the duration of their study for the enrolled course before the CoE is issued. If the student has requested AAPA to arrange the OSHC for them, the full amount must be paid together with other fees specified on the Letter of Offer.

8.0 Process for Payment of Fees

- 8.1 The signed Letter of Offer Acknowledgement and signed Student Agreement Acceptance with associated documentation must be submitted to the Australian Airline Pilot Academy Pty Ltd. The payment schedule is outlined in the Letter of Offer.
- 8.2 Students are not required to pay the balance of tuition fees earlier than 2 weeks before the start of the second study period.
- 8.3 A CoE will be issued once the Letter of Offer acceptance and the Student Agreement Acceptance has been completed in full, signed and dated by the student
- 8.4 AAPA does not request nor accept payment of more than 50% of the total tuition fees prior to course commencement.
- 8.5 If a course is only one study period of 24 weeks or less duration, the tuition fees will be charged in full. For example, a CRICOS registered course of 26 weeks with 4 weeks of holidays will clearly detail on the written agreement that the study period is 22 weeks with 4 weeks holiday that are not included in the study period.
- 8.6 Students' pre-paid course fees will be deposited into AAPA's designated initial pre-paid fees account. The fees will only be transferred out of the Pre-paid ADI account to another company bank account after the course commencement.
- 8.7 If a student pays more than 50% of total tuition fees for a course prior to commencement, we will refund the excess payment amount within **5 business days** of funds cleared into our account back to the student. The student will be requested to provide bank account details for payment. Where no bank account details are provided by the student within the **5 business days** of funds cleared into our account, we will draft a cheque made out to the student and send within 5 days after expiry of initial **5 business days** of no response. The letter will be sent via Australia Post registered mail to the student's provided address.
- 8.8 If a student voluntarily pays further tuition fees **after commencement** but earlier than two weeks before the start of the second study period, we are not required to return the fees in this instance.

Fees, Charges and Refund Policy and Procedure

- 8.9 We do not accept pre-paid tuition fees from any prospective student until the Letter of Offer Acceptance and the Student Agreement Acceptance have been signed and returned to AAPA.
- 8.10 Student pre-paid course fees must be received before the student commences the course.
- 8.11 Invoices to students will clearly detail the due dates for payment of tuition fees.
- 8.12 In line with our values on equity and access, students may approach AAPA if they have circumstances that warrant an alternative payment structure being agreed. A payment plan may be warranted with several progress payments.

9.0 Financial Standards

- 9.1 AAPA has measures in place to ensure that students receive a refund of fees for services not provided. This includes services not provided as a result of the financial failure of AAPA.
- 9.2 AAPA has adopted a refund policy that is fair and equitable both to the student and AAPA.
- 9.3 AAPA will ensure that the contractual and financial relationship between the student and AAPA is full and properly documented, and that copies of the documentation are made available to the student. Documentation will include: Student Agreement Acceptance, itemised fees and charges, payment arrangements, refund policy and any matters that place obligations on the student.

10.0 Fees and Charges

We provide the following fee information in the Letter of Offer to each student:

- 10.1 the total amount of all fees including tuition fees and any other charges.
- 10.2 payment terms, including the timing and amount of fees to be paid.
- 10.3 the fees and charges for additional services, such as accommodation, meals and materials.

The refund policy is outlined in the Student Agreement Acceptance.

11.0 Refund of Fees

11.1 Full Refund

Tuition fees will be refunded or reallocated under the following circumstances:

11.1.1 The student visa is refused and the refund applicable in this case will be the amount of pre-paid course fees the provider has received minus the lesser of the following amount:

- 5% of the total amount of pre-paid course fees that the provider received in respect of the student for the course before the default day; or
- \$500.

11.1.2 A sanction has been imposed on the Australian Airline Pilot Academy Pty Ltd (*refer ESOS Act 2000 – Part 6 Enforcement*)

11.1.3 The student has mistakenly paid more than 50% of total tuition fees prior to course commencement; we will refund the excess payment amount within **5 business days** of funds cleared into our account. (refer to 'process for payment of fees' section in regard to refund process for overpayment).

11.1.4 AAPA fails to start to provide the course to the student at the location on the agreed starting day and the student has not withdrawn before the default day.

11.1.5 AAPA has withdrawn its offer to the student applicant where it was found that false or misleading or incorrect or incomplete information has been provided on the application (this is prior to course commencement).

11.1.6 Prior to course commencement, there is a major political upheaval or natural disaster in home country (this request for refund will be reviewed and considered by the AAPA Executive Chairman, it is the AAPA Executive Chairman's discretion whether to approve this request. (Documentation is required to validate the claim)

11.1.7 Where the student defaults under the circumstance that the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn), the pre-paid course fee will be refunded less the non-refundable \$2,000.

Fees, Charges and Refund Policy and Procedure

11.1.8 If the student provides written notice of intention to withdraw after the initial payment and prior to commencement of course date, a refund will be provided of the course fees paid less the non-refundable \$2,000.

11.2 Part Refund

11.2.1 After course commencement, there is a death of a close family member of the student. To be considered, the death must be a parent, a grandparent, a sibling, a spouse or their child. The fee that has been paid for study periods not commenced will be refunded. Documentation is required to validate the claim.

11.2.2 After course commencement, the student has become ill or has received a serious injury to the effect that the illness or injury will prevent them continuing the enrolled course. The fee that has been paid for study periods not commenced will be refunded. Documentation is required to validate the claim.

11.2.3 After course commencement, there is a major political upheaval or natural disaster in the student's home country which is requiring their emergency travel back to their home country, and may have impact on their studies. The request for refund will be reviewed and considered by the AAPA Executive Chairman and it is the AAPA Executive Chairman's discretion whether to approve this request. Documentation is required to validate the claim.

11.2.4 Enrolment is cancelled due to the student failing to pay tuition fees. The fee that has been paid for study periods not commenced will be refunded.

11.2.5 AAPA fails to continue to deliver the course to the student at the location at any time after it starts but before it is completed and the student has not withdrawn before the default day. The refund in this instance applies to the difference between fees paid and the component of the course delivered and assessed. AAPA will offer the student a refund of the tuition fees for unconsumed training components or placement in another course as an alternative to a refund. The student must then make a decision on either

Fees, Charges and Refund Policy and Procedure

option. If the student selects the other course then AAPA is not liable to refund the tuition fees for original enrolment. The student will sign a transfer of enrolment agreement and a new CoE will be issued.

11.2.6 AAPA has cancelled the student's enrolment due to the student breaching the course progress requirements. A refund will be provided for course fees paid for unconsumed training components.

11.3 How to apply for a refund

11.3.1 Requests for a refund must be made in writing using the applicable form - Request for Refund (F.38).

11.3.2 The form can be obtained by emailing the RTO Manager on rto@aapa.net.au or downloading it from www.aapa.net.au.

11.3.3 The request for refund will be reviewed by the AAPA Executive Chairman, or as delegated, and if warranted will be authorised for payment.

11.3.4 The completed form must be submitted to the RTO Manager via email rto@aapa.net.au.

11.3.5 Refunds due to the student will be paid electronically directly to the nominated bank account of the student within **4 weeks** of receiving the completed written application with the valid supporting documentation upon the approval of the AAPA Executive Chairman. Refunds are only paid in Australian dollars.

11.4.6 OSHC refund:

- 1) If the OSHC is arranged by the student, the request for OSHC refund due to visa refusal must be addressed to the OSHC provider.
- 2) If the OSHC is arranged by AAPA, the OSHC refund due to visa refusal will be assisted by AAPA to request from the OSHC provider.
- 3) The OSHC refund after course commencement needs to be directed to the OSHC provider.

Fees, Charges and Refund Policy and Procedure

12.0 Fees Protection

AAPA warrants that it maintains pre-paid student fees in an Approved Deposit Taking Institute account (Pre-paid ADI account). Once the student has commenced study in their chosen qualification or course the Pre-paid fees will then be transferred from the pre-paid ADI account to an AAPA bank account.

Associated documents:

F.38 - Request for Refund

Associated standards:

Refer to: [ESOS Act 2000 Division 2-Pre-paid fees Section 27]

Responsibility:

AAPA Chairman

Approved by: AAPA Executive Chairman

Amendments:

Date	Version number	Description of amendment	Authorised officer making amendment
23.10.19	1.1	Update on National Code 2018	Henry Chia
01.08.20	1.2	Update on Dept of Home Affairs	Henry Chia