

# INTERNATIONAL STUDENT REFUND POLICY AND PROCEDURE

## Refunds

### 1. Refunds: General

- (a) All applications for refund must be made in writing using the 'Application for Refund' form and submitted to the Student Operations Manager. (You can request the form from the Operations Manager at ANAC)
- (b) ANAC agrees to refund all prepaid fees (including any non-tuition fee's) without deduction, within 14 days of a student's application for enrolment being refused by ANAC.
- (c) ANAC agrees to refund all pre-paid course fees without deduction within 14 days where ANAC cancels the course prior to the course commencing or where the commencement of the course is postponed and no longer suitable to the student.
- (d) Refunds are paid to the student or the person who made the payment, unless the enrolment has been made through an education agent where the refund may be made through the agent who enrolled the student. Refunds are made in Australian dollars and will be made by electronic bank transfer. The applicant making the request for refund should provide the preferred bank account details at the time of making the request.
- (e) Payment of a refund application by ANAC to the student will cancel a student's enrolment.

### 2. Refund where the student withdraws prior to course commencing:

- (a) Where the student produces evidence that the application made by the student for a student visa was rejected by the Australian Government, ANAC agrees to refund within four (4) weeks all upfront fees paid, less an administration fee or \$500 in accordance with S47E of ESOS Act.
- (b) Where the student conducts a CASA aviation medical examination outside of Australia and produces evidence that the aviation medical examination was failed, ANAC agrees to refund within four (4) weeks all upfront fees paid, less an administration fee of \$500
- (c) With the exception of 2 (a) and (b), ANAC will not refund the administration fee or pre-paid Tuition fee should the student decide not to commence the course after signing the Course Agreement.

### 3. Refund where the student withdraws from course after commencing:

- (a) Where a student withdraws from a course after course commencement, the student is not entitled to receive a refund of the enrolment administration fee or the pre-paid Tuition Fee. The student is only entitled to a refund of the portion of the Day One or Mid-course Tuition Fee which was allocated for costs of materials and resources which the student has not been supplied with or yet utilised.

The following is an indicative list only of items that may be eligible for a refund, if they have not already been provided to the student, and upon the withdrawal request being received. ANAC will determine the amount refundable and provide the full details to the student.

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- Text books
- Maps/Charts
- Navigation Equipment

(b) The student may not claim a refund of tuition fees that were allocated to theory or flight training which the student has not yet undertaken. Materials/Resource items only constitute a very small percentage of the total course fee. Therefore, whereas under this clause there will be a refund for any materials and resources which have not been supplied or utilised at the time of withdrawal, most of the pre-paid tuition fees are non-refundable.

### **4. Student Defaults**

- (a) In the event of student default there is no refund of pre-paid administration or tuition fees.
- (b) A student or intending overseas student with ANAC is deemed to have defaulted if:
- i. The course starts at the ANAC campus on the agreed starting day (as indicated in the COE), but the student does not start the course on that day (and has not previously withdrawn by written or other formal notification);
  - ii. The student failed to pay an amount he or she was liable to pay to ANAC directly or indirectly, in order to undertake the course;
  - iii. The student breached a condition of his or her student visa, or
  - iv. The student breaches a condition of the ANAC Student Code of Conduct as specified in the Student Handbook.

### **5. Refund where the Provider defaults**

- (a) Under the Commonwealth ESOS Act (2000), The College is deemed to have defaulted on its obligations to its students if:
- The course offered does not start on the agreed starting day;
  - The course stops being provided after the start date and before it is completed; or
  - The course is not provided fully to the student because the College has had a sanction imposed.
- (b) In the event that ANAC defaults on the basis of any of the above circumstances, the following refund based procedures will take effect, subject to any legal or external sanctions imposed on ANAC:
- (i) Any student affected by a default on behalf of ANAC, will first be offered enrolment in an alternative course provided by ANAC at no extra cost. Any offer will be made subject to and in line with existing Student Visa conditions and requirements.
  - (ii) If an affected student accepts the offer of enrolment in an alternative course offered by ANAC, then the student will be issued a new Letter of Offer and Written Agreement within 14 days of the date of default, outlining any refund if applicable due to the change of enrolment.
  - (iii) The Enrolment Administration fee for the new course will not be charged in the event of a change of enrolment into an alternative course with ANAC

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- (iv) ANAC may arrange for another course, or part of a course, to be provided to students by another training provider. Where the student agrees to this arrangement, ANAC will transfer to the other training provider that portion of the student's pre-paid tuition fees including theory and flight training and resources not yet provided to the student.
- (v) In the event that any student affected by ANAC's default does not accept an offer of an alternative course, ANAC will refund to the student that portion of the student's pre-paid tuition fees including theory and flight training and resources not yet provided to the student.
- (vi) ANAC will provide the student in writing, within 14 days of provider default, a statement that explains how the transfer or refund amount applicable in (iv) or (v) above has been calculated.
- (vii) In the unlikely event that ANAC is unable to meet its refund obligations, the Australian Government's Tuition Protection Scheme (TPS) will assist to place the students in a suitable alternative course or will provide a refund of unspent tuition fees. For more information refer to <https://tps.gov.au>

### **6. Appealing Refund decisions**

- (a) All students have the right to appeal a refund decision made by ANAC by accessing and following the complaints and appeals policy and procedure. 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 if the Australian Consumer Law applies.