

Procedure Name:	Student Refund
Document Number:	FIN1.1.04
Approved by:	CEO
Last Approval Date:	April 2022
Review Date:	April 2024
Audience:	Charlton Brown Administration Staff
Contact Officer:	Finance Manager
Related Documents:	Student Refund Policy
Legislation:	VSL Loan Act 2016 ; VSL Student Loan Rules 2016 Standards for Registered Training Organisations (RTOs) 2015

1. Purpose and Scope

This procedure outlines Charlton Brown’s arrangements for assessing and processing refunds for students and applies to all prospective, current and former students.

The Student Refunds Policy and Procedure will be provided to students in their Letter of Offer and is also available on the Charlton Brown website

NOTE: Neither the procedures below nor the Charlton Brown Complaints Handling and Appeals Process remove the right of a student to take action under Australia’s Consumer Protection laws or to pursue other legal remedies

2. PROCESS AND KEY CONTROLS

- Eligible students (or their parent/guardian) must apply in accordance with this Procedure for a refund to be considered and processed by Charlton Brown.
- To process a refund application a student must have an amount in credit in their student account.
- The Finance Manager, Charlton Brown, has primary responsibility for managing the student fees function at Charlton Brown, including authorising refunds.
- Charlton Brown will process refund requests within 28 calendar days of receiving a valid student refund application. If information required from a student to process an application is not complete or correct, the processing timeframe will commence once the required information is received.
- Unless stated in the Student Refunds Policy and Procedure, administrative fees and charges, including the Enrolment Fee, Student Services Fee, and Textbooks and Materials Fee, will not be refunded on the cancellation of enrolment.
- Refunds are generally made to the original payment source.
- Students have a right to seek a review of a refund decision in accordance with Section 3 of this Procedure.

3. ELIGIBILITY FOR REFUND

1. A full refund of all fees paid will be made where a student is unable to commence the Charlton Brown (CB) Program. Certified evidence is required within two weeks from the date of notice.
2. Any student who cancels an enrolment in a CB Program more than three (3) calendar months prior to the scheduled commencement of the Program will have the prepaid tuition fees refunded in full. The Student Services Fee and the Textbooks and Materials Fee will also be refunded in full.
3. Any student who cancels an enrolment in a CB Program between one (1) and three (3) calendar months prior to the scheduled commencement of the Program will have the prepaid tuition fees refunded.
4. Any student who cancels an enrolment after the scheduled commencement of the CB Program, is not eligible for a refund of any fees paid.
5. **Exception: VET Student Loan:** Students who have their enrolment cancelled by Charlton Brown as a result of academic or behavioural misconduct under the Charlton Brown Student Rules and Policies are not eligible for a refund of Tuition Fees for any training after the start of study date/course commencement date (or after the Census date for VET Student Loans eligible students);

For students approved to withdraw from a qualification, unit/s of competency, or course prior to the start of study date/course commencement date (or on or before the Census date for VET Student Loans eligible students) to re-enrol in another qualification, unit/s of competency, or course within Charlton Brown:

- a. For students originally enrolled in VET Student Loans funded programs, the student refund amount will be credited to the fees owing for the later enrolment, or refunded if enrolling in a VET Student Loans funded program. A Refund Administration Fee will not be applied; and
 - b. For students originally enrolled in VET Student Loans funded programs, a student refund will be provided. A Refund Administration Fee will not be applied.
6. A refund is not payable where Charlton Brown cancels a student's enrolment in the following circumstances:
 - a. Charlton Brown withdraws a student's offer of a place in the CB Program or cancel's a student's enrolment in the CB Program, due to the provision of incomplete or incorrect information in an application for admission. In this case the cancellation charge will be applied as per 3.2 – 3.4 above.
 - b. Charlton Brown cancels a student's enrolment in the CB Program under the Charlton Brown Student Misconduct Policy. In this case no fees paid by the student are refunded.

7. Any student who is provisionally enrolled in the CB Program on condition of presenting evidence of meeting Language Literacy and Numeracy proficiency requirements and cannot achieve the required condition, will have the prepaid tuition fees refunded in full. The Student Services Fee and the Textbooks and *Materials Fee* will also be refunded in full.
8. The second fees instalment is payable unless a student cancels their enrolment prior to the due date. No refund of any second instalment fees paid is payable after the payment due date.
9. In the unlikely event that Charlton Brown is unable to deliver a Program in full, a student will be offered a refund of all unspent prepaid tuition fees paid for the study period in which the default occurs and any tuition fees paid in advance for future studies in the Program, or the student may be offered enrolment in an alternative program. If Charlton Brown is unable to deliver the program that has been paid for and does not offer students an alternative program that they accept, or pay a refund of unspent prepaid tuition fees, the Australian Government's Tuition Protection Service (TPS) will assist students to find an alternative program or to get a refund, if a suitable alternative is not found.

4. APPLICATIONS FOR REFUND

1. Students (or parent/guardian if student is under 18 years of age) applying for a refund must submit an online Cancellation form via the Charlton Brown Student Portal.
2. Charlton Brown will process refund requests within 28 calendar days of receiving a valid student refund application. If information required from a student to process an application is not complete or correct, the processing timeframe will commence once the required information is received.
3. Where a student provides documentary evidence clearly demonstrating that compelling or compassionate circumstances apply, a refund of fees will be at the discretion of Charlton Brown and will be consistent with the Charlton Brown International Student Refund Policy.

NB. Compelling and compassionate circumstances are generally those beyond the control of the student and which have an impact upon the student's academic progress or well-being. These include, but are not limited to:

- i. Serious illness or injury.
- ii. Bereavement of close family members such as parents, siblings, or grandparents.
- iii. Natural disaster.
- iv. Involvement in a traumatic experience.

5. APPEALS PROCESS

1. Students will receive written notification of a decision regarding their refund application within 14 calendar days of receiving a valid student refund application. The student will also be provided with a copy of the Charlton Brown Complaints Handling and Appeals Process. Where any student disagrees with Charlton Brown’s application of the Refund Policy and Procedure the student has 28 working days to submit an appeal using the Charlton Brown Complaints Handling and Appeals Process.
2. The student’s appeal is reviewed by the Finance Manager. Students will receive written notification of a decision regarding the outcome of the appeal, including any reasons for an appeal being denied.
3. If the appeal is denied the student is informed of their option to appeal to the Queensland Ombudsman. The student is informed that they have 10 working days to make an appeal to the Queensland Ombudsman and that they are required to inform Charlton Brown of their case number as proof of lodgement.

Definitions

Cancellation of Enrolment (Appeal)	If there is an appeal in progress, no cancellation can take effect until after the appeal initiated by the student has been finalised.
Enrolment	Where the student has been issued a Letter of Offer to confirm acceptance by Charlton Brown is occupying a place in the registered course for which the student was accepted. The period of enrolment includes any scheduled breaks between terms.
Enrolment Agreement	Written agreement between Charlton Brown and student which outlines provisions and conditions of enrolment.
Fees instalment	Fees for the CB Program are payable quarterly instalments. The first is payable upon acceptance of offer.
Letter of Offer	An official document issued to offer a student admission in a course.
Student	A student who is enrolled at Charlton Brown and includes both prospective students and enrolled students who are ‘overseas students’ as defined in the National Code 2018.

Reference List

Contacts

CHARLTON BROWN Student Information

Description	Contact details for all enquiries
Contact Details	Email: studentservices@charltonbrown.edu.au Phone: (07) 3216 0288

	Address: Level 4, 102 Adelaide street, Brisbane Q 4000
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Queensland Ombudsman

Description	Contact details for students to appeal decisions once the Charlton Brown appeals processes have been exhausted
Contact Details	+61 7 3005 7000 Level 18, 53 Albert Street, Brisbane QLD 4000 GPO Box 3314, Brisbane QLD 4001 ombudsman.qld.gov.au/about-us/contact-us/enquiries-and-feedback

Version History				
Review Period:		2 years from date of last approval		
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D1	Compliance Manager			Procedures developed
V1	CEO	April 2022		Procedure approved