

Ardor College is the trading name of

Paraskevi International Pty Ltd

ABN 81 128 521 193 | RTO 31811

www.ardor.edu.au



Refund Policy and Procedure

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Version Control

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Scope

A copy of this policy is available to on the Ardor College website for the student to access before an offer letter/written agreement is signed or an amount of money is paid for a registered course.

This refund policy applies to all course monies paid to the College. This policy applies to both commencing and extending students and covers full and partial refunds, refunds in the event of student default and in the case of provider default.

1. Definitions

- **Course** refers to the whole period for which the Confirmation of Enrolments or letter of offer is issued.
- **Tuition fees** are fees that are directly related to the provision of a course.
- **Package course/program** means a package of courses of study comprising more than one course, all of which are offered by Ardor College and in which the student is enrolled. Where the student is enrolled in a package course/program, then the agreed starting date is the commencement date of the first course in which the student is enrolled in.
- **Agreed Starting Date** means, unless otherwise defined in the terms and conditions, the day of scheduled course commencement, or a later day agreed between Ardor College and the student, such day being the commencement day in the offer letter or the Students Confirmation of Enrolment. (eCOE).
- Requests to change the agreed start date must be submitted by completing and signing an Enrolment Variation form. Requests to change the agreed start date received via email or telephone will not be accepted. Change to course start date will then be formally acknowledged through the issuance of a new letter of offer, which must be signed by the student, before final changes are made. If written documentation is not completed and lodged, the initial start date remains the same.

2. Policy

This policy is created to covers full and partial refunds, refunds in the event of student default and the case of provider default.

- **Ardor College reserves the right to withhold granting of the award attained by the student if the student has outstanding fees.**
- Ardor Colleges dispute resolution processes do not limit the students' rights to seek other legal remedies.
- Refer to the student Complaints & Appeals policy and procedure on the Ardor College website and in the Student Handbook if you wish to appeal the Refund Policy.
- Ardor College will consider the following exceptional circumstances as grounds for a students' withdrawal from the program. With the submission of acceptable documentary evidence, refunds will be at the discretion of Ardor College.
 - Severe life-threatening illness or disability.
 - Death of an immediate family member (i.e. Mother, Father, Brother, Sister or relative where it can be shown that severe hardship may be felt by the family if study did occur)

Ardor College does not provide refunds for:

- Enrolment fees
- Withdrawal from course after the course has commenced
- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job change or retrenchment
- Students who leave before completing the course and/or qualification

All bank charges incurred by Ardor College in issuing a refund will be met by the student.

Ardor College will endeavour to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file.

3.1. Student Refund Table

Enrolment fee is different from the refund administration fee.

Enrolment Fee \$250	Non-refundable
All tuition fee refunds will attract \$250.00 administration fee.	
Tuition Fees	
Withdrawal at least 10 weeks prior to agreed starting date	Full refund
Withdrawal at least 4 weeks prior to agreed starting date	75% refund
Withdrawal less than 4 weeks prior to agreed starting date	60% refund
Withdrawal after the agreed starting date	No refund
Course withdrawn by Ardor College (provider default) before course commencement	Full refund
Student is unable to start the course on serious medical grounds and evidence is provided from a registered doctor at least 2 weeks prior to agreed start date	Partial / Full refund
Student fails to achieve an acceptable English Language Proficiency (required for commencing the Vocational Course/s the student is enrolled in) as required by Ardor College	Full refund
Enrolment fees	No refund
Material fees after course commencement	No refund

3. Student Default

- A student is not eligible for a refund in the event of student default. A student default occurs when:
- The course starts on the agreed starting day, but the student does not attend the classes on that day (and has not previously withdrawn); or
- The student withdraws from the course (either before or after the agreed starting date); or
- The College refuses to provide, or continue providing, the course to the student because of one or more of the following events:

- The student failed to pay an amount he or she was liable to pay to the College, directly or indirectly, in order to undertake the course; or
- Misconduct by the student.

4.1. Students Rights to Appeal

- Any student who is refused a refund by Ardor College may appeal within 20 days in writing to the Student Support Manager Refer Complaints and Appeals Policy available.
- The Colleges appeal process does not limit the students right to pursue other legal avenues.
- The availability of the complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Provider Default

In the unlikely event that the College defaults, it will notify the Secretary (or delegate) and Tuition Protection Service (TPS) Director within 3 business days of the default and will have a period of 14 days to satisfy its tuition protection obligations in relation to an affected student.

The College defaults when:

- It fails to provide the course to the student on the agreed starting date; or
- The course ceases to be provided to the student any time after it starts but before it is completed; and
- The student has not withdrawn before the default day.

In the unlikely event that the College is unable to deliver the course in full, the student will be offered enrolment into an alternative course at no extra cost or, the student will be refunded the unspent portion of the tuition fees paid to date within 2 weeks of the day on which the course ceased to be provided.

Students have the right to choose whether they would accept a refund of tuition fees or to accept a place in an alternative course. If student chooses placement in another course, the student will sign a new written agreement with the College to indicate the student accepted the placement.

In the unlikely event the College is unable to provide a refund or place students in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available) or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director. Students in this instance are advised to contact <https://tps.gov.au/StaticContent/Get/StudentInformation>.

4. Refund Calculations

A student, who supplies incorrect or fraudulent information or document to obtain a place at Ardor College, shall not be eligible for a refund.

Student/s who wish to withdraw from their current course at Ardor College: student wishes to withdraw for any reason/s listed, but not limited to below, student is still liable to pay all the outlined course fee* for that particular course, the student is currently enrolled in.

- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job change or retrenchment Students who leave before completing the course and/or qualification
- Change of mind

*Course fees = tuition fees for a particular course + all non-tuition fees for a particular course

5. Refund Procedure

1. Every refund request must be accompanied by a completely filled Online Refund Application Form and an Enrolment Variation Form, along with supporting evidence. All forms can be accessed through <http://www.ardorcollege.edu.au/downloads/>
2. Supporting evidence must be official documentary evidence.
3. Accounts will confirm amount refundable, if any
4. If students are eligible for any fees refundable will be refunded only into the bank account of the student or the same person that initially made the payment of course fees within policy time period, from the date which student gives us the completed form
5. Refunds are made in accordance with the policy above and full refunds of amounts owed to the students will be made within 4 business weeks.
6. If students are not eligible for any refunds, Ardor College will notify them of their ineligibility for the refund. Students who do not concur with Ardor College's decision, can appeal using our Complaints and Appeals Form that is available on our website. Please refer to our Complaints and Appeals Policy on our website.

All bank charges incurred by Ardor College in issuing a refund will be met by the student. Ardor College will endeavor to contact students who have not requested a refund within 4 weeks of leaving the College at the last known contact address, phone and email, and keep such evidence on the student file. In the instance of Provider or Student default, the reporting timelines stated in the Policy will be adhered to.