

<b>Policy Name</b>	<b>CANCELLATION, REFUND &amp; CHANGES to COURSES POLICY</b>
<b>Policy Number</b>	<b>G014_PO (Governance)</b>
<b>Purpose</b>	This policy provides the framework for <i>Cancellation of Enrolment</i> by students, and changes to courses by Whitehouse Institute of Design for any courses offered by the Whitehouse Institute Pty Ltd trading as the Whitehouse Institute of Design, Australia (Whitehouse).
<b>Scope</b>	This policy applies to all current and prospective students and courses across all Whitehouse campuses.
<b>Policy Statement</b>	<p><b>Cancellation / Changes to Courses Policy</b></p> <p>By accepting a place in any one of the Whitehouse courses, the student enters into an agreement to study a course for the expected published duration of the enrolled program of study. This agreement means that there is an obligation on the student's behalf to pay the published tuition fees throughout the student's enrolment. Students are to refer to the 'Changing Enrolment' procedures in the relevant student handbook for information on the consequences of their actions if withdrawing or deferring from studies (with a specific section for International students) and/or refer to the policy and procedure for Withdrawal and Deferment.</p> <p><b>Whitehouse reserves the right to:</b></p> <ul style="list-style-type: none"> <li>• Offer, run or withdraw a course</li> <li>• Alter the times or dates for the whole or any part of a course</li> <li>• Renegotiate or merge courses if they fall below the minimum of 6 full-time students in a single class</li> <li>• Offer students a new / alternate course if the qualification has been updated or superseded.</li> </ul> <p><b>Domestic Student</b></p> <p>Cancellation and refund conditions for nationally accredited courses.</p> <p>Cancellation fees for Higher Education:</p> <ul style="list-style-type: none"> <li>• No cancellation fee applies if there is formal notice of Withdrawal or Deferral in full is given before the Census Date;</li> <li>• 100% of the relevant study period tuition fee for formal notice after the census date</li> </ul> <p>Cancellation fees for Vocational Education (VET):</p> <ul style="list-style-type: none"> <li>• Deposit is non-refundable</li> <li>• 100% of the relevant Study Period tuition fee if formal notice is given after course commencement.</li> </ul> <p>Tuition fees are not transferable to another student or another institution. This policy and the availability of internal grievance and appeals processes do not remove the right of a student to take action under Australia's Consumer protection laws or to pursue other legal action.</p>

**Refunds/Re-Credit Fee-Help**

All applications for a refund or re-credit of FEE-HELP balance and to withdraw/defer studies, in full or part, must be made in writing, by completing the relevant form and submitting it to Student Administration

**International Student****Cancellation and refund conditions for nationally accredited courses.**

Cancellation fees are:

- \$500 or 5% (whichever is less) if Visa is denied
- 10% of the tuition fee for the relevant study period for notice within 14 days of course commencement
- 100% of tuition fee for notice on or after the course/study period administrative date (ie after commencement) - no refund

**Tuition Protection Services (TPS)**

The TPS is a protection for international students if Whitehouse Institute of Design, Australia ceases to be able to provide the course in which they are enrolled. The Tuition Protection Service ensures that international students can complete their studies in another course within Whitehouse or with another education provider or receive a refund of their unspent tuition fees.

**Provider Default**

In accordance with Section 46 and 47 of the ESOS Act 2000 and Standard 3.4.4 of The National Code 2018, Whitehouse has provisions in place for international students in the event that the Institute can no longer provide the course that the student is enrolled in. Should Whitehouse cancel a student's enrolment due to provider default, the international student will be notified in writing and presented with the following options;

- Receive a full refund of Tuition Fees paid for the course that is in default
- Enrol in an alternative course with Whitehouse or at another provider at no extra cost to the student.
- The student has the right to choose either option.

If a provider default has occurred, Whitehouse will notify the ESOS Agency and the TPS Director in writing within 3 business days of the default occurring. In the event that Whitehouse is unable to provide a refund or place the international student into an alternative course, The TPS will place the student in a suitable course at no extra cost to the student.

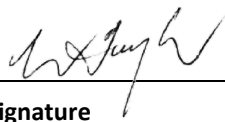
**International Student Default**

Under section 47A of the ESOS Act 2000 an international student defaults if:

- the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the international student because of one or more of the following events:
  - the student failed to pay an amount they were liable to pay the provider
  - the student breached a condition of their visa;
  - misconduct by the student (see Student Code of Conduct)

	<p>An international student will not be classified as defaulting if the reason why a student does not start a course on the start day is because Whitehouse has failed to provide the course to the student on the agreed starting day (Provider Default).</p> <p><b>Cancellation Fee</b></p> <p><b>Non-Accredited Workshops and short Courses</b></p> <ul style="list-style-type: none"> <li>• Prepaid fees are not refundable. Prepaid fees are transferable to another course prior to the commencement of classes but not once classes have commenced.</li> <li>• Non-accredited short courses and workshops are subject to minimum numbers. If minimum numbers are not met, a full refund will apply.</li> </ul> <p><b>Fees Cover Tuition and Administration Costs</b></p> <p>Fees may be transferable to another course if exceptional circumstances (see 'Definitions') apply. A request must be made in writing and include documentary evidence to support the claim. Applications will be considered on an individual basis, at the discretion of the Executive Director.</p> <p>Scholarships awarded by Whitehouse are valid for redemption for 12 months from date of issue and are not redeemable for cash under any circumstances. Scholarships are not transferable to other students.</p> <p><b>Consumables</b></p> <p>Once an Art Kit or Technical Kit has been issued there is no refund.</p>
<p><b>Relevant Legislation</b></p>	<ul style="list-style-type: none"> <li>• <a href="#">Higher Education Standards Framework (Threshold Standards) 2015</a></li> <li>• <a href="#">2016 Higher Education Support Act (2003)</a></li> <li>• <a href="#">Australia Qualifications Framework (AQF)</a></li> <li>• <a href="#">Education Services for Overseas Students Act 2000 (ESOS)</a></li> <li>• <a href="#">National Code of Practice for Providers of Education and Training to Overseas Students 2018</a></li> <li>• <a href="#">Commonwealth Register of International Courses for Overseas Students (CRICOS)</a></li> <li>• <a href="#">Department of Home Affairs</a></li> </ul>
<p><b>Key Related Documents</b></p>	<ul style="list-style-type: none"> <li>• Exceptional Circumstances (re-credit fee help or tuition refund) Policy</li> <li>• Exceptional Circumstances (re-credit fee help or tuition refund) Procedure</li> <li>• Cancellation and Refund Procedure (HE)</li> <li>• Admission Policy (HE)</li> <li>• Admission Procedure (HE)</li> <li>• Notification to Withdraw or Defer Subject/Studies</li> <li>• Student Handbook</li> <li>• Student enrolment/application forms</li> <li>• Withdrawal and Deferment Policy Higher Education</li> <li>• Withdrawal and Deferment Procedure Higher Education</li> <li>• Incidental Fees Schedule (on Whitehouse website)</li> </ul>

<b>Definitions</b>	<p><b>Administrative Date</b> - The Administrative Date is the last date for completion of the requirement for enrolment or progression and confirmation of payment of pre-paid tuition fees for the relevant Study Period. The Administrative Date is the commencement date</p> <p><b>Accredited Course</b> - any accredited program of study offered at Whitehouse including but not limited to higher education degrees, vocational courses and qualifications.</p> <p><b>Course Commencement</b> - Course commencement is the published start date of the course, accredited or non- accredited.</p> <p><b>Census Date</b> - a census date is the closing date for a student to apply for or withdraw from government approved FEE-HELP course assistance and the date a student incurs a FEE- HELP debt for the subject undertaken. The census date is set by the education provider and can be no earlier than 20% of the way through a subject. VET in Schools courses do not have a 20% census date, for the purposes of Whitehouse the census date is the first date of the study period enrolled in.</p> <p><b>Exceptional Circumstances</b> - Exceptional circumstances are those that are considered unusual, uncommon or abnormal- these include:</p> <ul style="list-style-type: none"> <li>• Death of a close family member (parent, guardian, sibling, spouse, child)</li> <li>• Partial or total incapacitation</li> <li>• Medical or personal circumstances</li> <li>• Department of Immigration and Border Protection refusing to grant a student visa for study in Australia (international students on student visas only)</li> </ul> <p><b>Non-Accredited Workshops and Short Courses</b> - any non-- accredited workshop or short course offered by Whitehouse</p> <p><b>Notification to Withdraw or Defer</b> - is the Whitehouse formal documentation form used to cancel or defer enrolment and or subject(s) or units of study.</p> <p><b>Study Period</b> - a study period is the time scheduled for the delivery of a subject or unit of study, for example one trimester period.</p> <p><b>Subject</b> - Subject or a unit of study is the class or subject in which a student is enrolled</p> <p><b>TPS</b> – Tuition Protection Service</p>
<b>Responsible Officer</b>	Executive Director
<b>Approval Authority/ Authorities</b>	Board of Governors
<b>Date Approved</b>	02/05/2019
<b>Date of Commencement</b>	03/05/2019

<b>Date for Review</b>	02/05/2022		
<b>Documents superseded by this Procedure</b>	018 – Governance: Cancellation and Refund Policy and Procedure November, 2012 015-22P Refund Withdrawal and Deferment		
<b>Amendment History</b>	<p><b>02/2019</b> TPS, Provider Default, International Student Default – ESOS Act 2000, National Code 2018</p> <p><b>05/2018</b> Re-branding – Header &amp; Footer only</p> <p><b>12/2016</b> Policy and Procedures separated. Updated formatting and minor amendments. Removal of reference to Quality Assurance Framework. Updated Hyperlinks.</p> <p><b>14 Jan2013</b> <b>25 January 2013</b> Changed policy title Changed formatting and- included procedure and policy in one document Minor adjustments and inclusions to policy wording</p> <p><b>8 April 2014</b> Changed policy title Minor adjustments and inclusions to policy wording</p> <p><b>10 April 2017</b> Approved</p> <p><b>19 October 2017</b> Change Policy title to include ‘changes to courses’ Addition of dot points under the heading “Whitehouse reserves the right to...” Clearer explanations of Cancellation Fees for Higher Education, VET and International Students. Minor adjustments and inclusions to policy wording Re-wording of definition for Administrative Date</p>		
<b>Signed and dated for Whitehouse Institute Pty Ltd</b>		Leslie Taylor	2/5/19
	<b>Signature</b>	<b>Name</b>	<b>Date</b>

INFORMAITON FOR PUBLISHING ON POLICY REGISTER	
Category	Governance
Stakeholders	Board of Governors Academic Board Executive Management Academic Staff Administration Staff Applicants to HE Programs Students