

Refund

General

If Heritage school of Business receives fees paid in arrears, then the refund policy is not applicable. For those students who pay their fees in advance the following applies:

If an applicant accepts a place offered by Heritage school of Business and pays the fees, it means a binding contract is created between the student and Heritage School Of Education.

Under current legislation, there are several circumstances where a student may be in default.

Notification of cancellation/withdrawal from Unit/s of Competency, withdrawal or deferral from a course of study must be made in writing to Heritage School Of Education.

In the case of cancellation/withdrawal, the cancellation fee will be calculated as shown at Table 1.

Heritage school of Business offers the following information in relation to refunds of course money in the case of student and provider default:

- a) Amounts that may or may not be repaid to the student;
- b) Processes for claiming a refund;
- c) A plain English explanation of what happens in the event of a course not being delivered; and
- d) A statement that “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”.

Student Default

There are some circumstances where a student may be in default. In the situation where a student has breached their enrolment conditions or does not pay fees or in cases of student misbehavior, a student default situation is activated when Heritage school of Business refuses to provide or continue providing the course to the student. However, in terms of the student default notification and reporting obligations, the student default is not confirmed until any internal or external complaints and appeals process is completed. Additionally, Heritage school of Business will not cancel a student’s enrolment without giving the student access to complaints and appeals processes.

Calculation of the amount of unspent pre-paid fees — other cases

The amount of unspent pre-paid fees that Heritage school of Business will refund the student the total amount of the pre-paid fees the provider received for the course in respect of the student less the following amount:

the lesser of:

- i. 5% of the total amount of pre-paid fees that Heritage school of Business received in respect of the student for the course before the default day; or
the sum of \$300.

Withdrawal Reason	Amount Refunded
Withdrawal at least Four (4) weeks prior to the agreed start date	Full refund
Withdrawal at least two (2) weeks prior to agreed start date	Refund equal to 80% of the tuition fees less enrolment fee of \$300
Withdrawal less than one (1) week prior to agreed start date	Refund equal to 50% of the tuition fees less enrolment fee of \$300
Withdrawal after the agreed start date	No refund
Course withdrawn by Heritage School Of Education	Full refund
Heritage school of Business is unable to provide the program for which the original offer was made	Full refund

Table 1

Heritage school of Business Default

This policy applies to a student or an intending student in relation to a course if:

- a) The course does not start on the agreed starting day; or
- b) The course ceases to be provided at any time after it starts but before it is completed; or
- c) The course is not provided in full to the student because a sanction has been imposed on Heritage School Of Education; and
- d) The student has not withdrawn before the default day.

Heritage school of Business will make a refund within four (4) weeks of Provider default or receiving a written claim by the student in accordance with the Terms and Conditions as outlined on the Enrolment/Application Form — this forming the written agreement with the registering student.

All refund considerations will be strictly limited to the total of monies which Heritage school of Business has received. The refund calculation will not include:

1. Application/enrolment fees are non-refundable;
2. If a student notifies Heritage school of Business of their intention to withdraw from individual units or a program before their original start date, then they will be eligible to receive a refund minus a \$300 administration charge/application fee;
3. No refunds will be given for notification of withdrawal which occurs after the start of the program. The exception to this is noted in paragraph four (4).
4. Once training has commenced in the course e.g. BSB50315 Diploma of Customer Engagement, no refund is available to participants who leave before finalizing the course unless the student can provide a medical certificate or show extreme personal hardship. In that case, fees may be refunded on a pro-rata basis, minus the administrative fee/deposit. However, should participants wish to resume their studies in the future, the original fee payment can be used as credit towards that course within twelve months of initial payment. Refund requests should be made in writing.
5. The cost of books, equipment and other materials needed for the course;
6. Proportion of course money received for the proportion of the course provided to the student before the default date;

7. If a student notifies Heritage school of Business of their intention to withdraw before the original start date and are eligible for a refund as per paragraph three (3) above, then the refund will be paid within four (4) weeks of Heritage school of Business receiving your request for refund.
8. No academic penalty will be incurred if a student notifies Heritage school of Business of their intention to withdraw from individual units or a program before the end of week four (4) of the semester.
9. All fees and charges are payable upon invoice and will cover a period of the impending study period. Students may be precluded from sitting exams, receiving results or attending classes if tuition fees are not paid by the date specified on the invoice.
10. Any refund will be paid to the person or entity that originally paid the course fees and, where possible, in the same currency in which the fees were paid.
11. Fees may be subject to change without notice.

In all circumstances, Heritage school of Business will provide a statement and an explanation of how the refund was calculated and make fully available access to Heritage school of Business Grievance Policy. This agreement and the availability of Heritage school of Business complaints and appeals process, does not remove the right of the student to take action under Australia's consumer protection laws.

Refund Circumstances

- Heritage school of Business reserves the right to exclude students from class when fees are not paid;
- This agreement and the availability of the complaints and appeals procedure does not remove the students' rights to take action under Australia's consumer protection laws;
- The Heritage school of Business dispute resolution process does not circumscribe the student's right to pursue other legal remedies; and
- Refer to Heritage School Of Education's complaints and appeals procedure if you wish to appeal the refund policy.

Tuition fees are not transferable to another person or institution.

Heritage school of Business reserves the right to change, alter or amend curricula, syllabi, course structure, fees and/or any other matter pertaining to the provision of a course at any time. Such changes, alterations and amendments may be made without notice.

If Heritage school of Business should change any of the above conditions for any reason, all students will be notified of the change in writing.

Refunds will be paid to the party who originally paid the fees. Fees will not be refunded directly to a student if it was not them who originally paid the fees.

Refunds will be paid no later than four (4) weeks after the application for refund is made.

Refunds will only be paid to the person who enters into the contract with Heritage school of Business unless Heritage school of Business receives written direction to pay the refund to somebody else.