
Refunds Policy and Procedure

1 Purpose and scope

This policy explains how College of Construction and Management Pty Ltd (CCM) calculates, processes and pays refunds for domestic and international students. It covers student withdrawal, visa refusal, provider default and other circumstances giving rise to a refund. Statutory refund and consumer rights take priority over contractual conditions.

Policy owner: CEO Rajesh Ayer. Version: 2.0. Document date: Aug 2025. Approval and implementation are to be recorded in CCM's policy register; the document date is not evidence of approval.

2 Regulatory framework

- 2025 Standards for Registered Training Organisations: Outcome Standards, particularly student information and complaints and appeals; Compliance Standards, including section 18 prepaid fee protection.
- National Vocational Education and Training Regulator Act 2011.
- Education Services for Overseas Students Act 2000 (ESOS Act), including sections 28-29 and Parts 5 Division 1 and Division 2, where applicable.
- National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standards 3 and 10.
- Education Services for Overseas Students (Calculation of Refund) Instrument 2024.
- Australian Consumer Law and other applicable consumer protection legislation.

3 Information before enrolment

CCM provides clear information before enrolment or payment about tuition and non-tuition fees, payment schedules, withdrawal conditions, refund amounts, claiming a refund, provider default and complaints and appeals. These terms must be consistent across the fee schedule, student handbook and written agreement. Changes must not retrospectively reduce an existing student's contractual or statutory rights.

For international students, CCM obtains a signed or otherwise accepted written agreement before or at the same time as accepting course money. The agreement identifies the person or persons, other than the student, who may receive a refund, and explains what happens if CCM cannot deliver the course.

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4 Definitions

Agreed starting day: the scheduled commencement date, or a later date agreed with the student. For an international student, the agreement and CoE must accurately reflect the course commencement arrangements.

Tuition fees: fees directly related to provision of the course. **Non-tuition fees:** separately disclosed charges, such as an application fee.

Provider default: CCM fails to start providing the course on the agreed day, or ceases providing it before completion, where the student has not withdrawn before the default. Apply the ESOS definition and exceptions for international students.

Student default: non-commencement, withdrawal or refusal by CCM to continue providing the course for a reason recognised under the ESOS Act, including unpaid fees, breach of a visa condition or misbehaviour. A refund decision does not replace applicable enrolment cancellation and appeal procedures.

Unspent tuition fees: the refundable tuition amount calculated under the applicable legislation or agreement for the undelivered portion of the course.

5 Student withdrawal and contractual refund schedule

The following schedule applies to voluntary withdrawal where it is incorporated in the student's accepted agreement. It does not apply to provider default, visa refusal covered by section 6, statutory refunds or circumstances in which consumer law requires a different outcome. Apply the schedule separately to each course in a package using that course's agreed starting day.

Written withdrawal received	Tuition refund
More than 10 weeks before commencement	80% of tuition fees paid for that course
4 to 10 weeks before commencement, inclusive	70% of tuition fees paid for that course
Less than 4 weeks before commencement	No contractual tuition refund, subject to statutory rights
On or after commencement	No contractual tuition refund, subject to statutory rights

The withdrawal date is the date CCM receives the student's written withdrawal notice. CCM considers compassionate or compelling circumstances, service failures and any unfair-contract concerns before applying a retention amount. Fee reconsideration requests are assessed individually. CCM does not automatically deduct agent commission, debt collection charges or legal costs from refunds.

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6 International student visa refusal

CCM will provide a full refund of tuition fees paid where refusal of a student visa causes the student's non-commencement, withdrawal or other relevant student default. This commitment must be reflected in the student's written agreement. It must not be reduced to a less favourable statutory minimum.

The ESOS statutory minimum depends on the circumstances. Where visa refusal causes failure to start on the agreed day, the refund is course fees received (tuition and non-tuition fees), less the smaller of 5% of those course fees or \$500. For visa refusal causing withdrawal or failure to pay, apply the unspent tuition calculation required by the 2024 Refund Instrument. CCM pays whichever entitlement is more favourable to the student under the accepted agreement and law.

The student supplies the visa refusal notice or other reliable evidence. CCM verifies the refusal and applicable default date without imposing unnecessary certification requirements. Refunds under ESOS section 47E are paid within four weeks after the default day. An application form, missing bank details or internal approval process must not be used to reset a statutory deadline.

7 Application fees and other non-tuition fees

A disclosed application fee may be retained for a voluntary withdrawal only where the agreed term is lawful, fair and consistent with services supplied. It is not non-refundable in every circumstance. Refund non-tuition fees where required by visa-refusal rules, consumer law or the student agreement. Do not deduct application fees twice.

For Overseas Student Health Cover (OSHC), CCM assists the student to request any refund available under the insurer's policy. Eligibility depends on the insurer's terms and services supplied; this policy does not impose a blanket 14-day notice exclusion.

8 Domestic students and provider failure

Where CCM cannot provide services for which a domestic student has prepaid, CCM offers a suitable equivalent course at no additional cost, subject to the student's informed agreement, or refunds prepaid fees for services not delivered. Consumer remedies remain available for services that fail applicable guarantees. Approved domestic contractual refunds are paid within 28 calendar days of receipt of the written claim, unless a shorter legal or contractual period applies.

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9 International student provider default

Within 14 days after the provider default day, CCM either refunds unspent tuition fees or arranges a suitable alternative course at no extra cost which the student accepts in writing. A student who has not commenced the affected course receives 100% of tuition fees paid for that course if a refund is required. After commencement, CCM refunds the unspent tuition amount. Other refund entitlements are assessed separately.

Calculate the statutory unspent tuition refund under the 2024 Refund Instrument: weekly tuition fee equals total tuition fees for the course divided by calendar days in the course, multiplied by 7, rounded up to the nearest whole dollar. Weeks in the default period equals calendar days from the default day to the end of the period to which the payment relates, divided by 7, rounded up to the nearest whole week. Refund equals weekly tuition fee multiplied by weeks in the default period. Keep the calculation and payment-period evidence.

CCM notifies affected students in plain English and notifies ASQA and the TPS Director through PRISMS within three business days of provider default. CCM reports the outcome of fulfilling its obligations within seven days after the end of the provider obligation period. If CCM cannot fulfil its obligations, it contacts the Tuition Protection Service (TPS) immediately. TPS assistance does not remove CCM's obligations.

10 Other international student default

Where a compliant written agreement governs the refund, CCM applies that agreement subject to the ESOS Act, the Refund Instrument and consumer law. Refunds payable under ESOS section 47D are paid within four weeks after receipt of the student's written claim. Where section 47E applies because no compliant agreement exists, CCM applies the statutory calculation and pays within four weeks after the default day. Do not treat absence of a compliant agreement as a reason to refuse a refund.

11 Prepaid fee protection

For domestic VET students, CCM does not receive prepaid fees above \$1,500 for the same course unless an arrangement permitted by section 18 of the 2025 Compliance Standards is in place. Permitted arrangements include an adequate unconditional bank guarantee, qualifying tuition assurance scheme or an ASQA-approved alternative. Finance monitors prepaid fees, including payments collected by agents and other third parties. International TPS arrangements do not automatically protect domestic students.

For international students, CCM complies with ESOS prepaid tuition limits and protected-amount account requirements, including relevant pre-commencement tuition received through agents. Finance reconciles protected amounts and only permits lawful withdrawals. Keep evidence of the arrangement actually used; this policy alone does not establish fee protection.

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12 Claiming and processing a refund

- Submit CCM's Refund Application Form or a written claim to info@ccm.vic.edu.au or Student Support. A written claim is accepted even if the form is not used.
- Include student name and ID, course, reason, withdrawal/default date, payment evidence, supporting documents and refund payment details. Staff help students who need assistance.
- Administration records the claim date and identifies the applicable legal deadline. Finance verifies payments, fees supplied, the relevant agreement and calculation. The CEO or authorised delegate reviews the decision.
- CCM provides a written outcome explaining the amount paid and retained, calculation, applicable policy or statutory basis, payment deadline and review options.
- Pay in Australian dollars to the student or another refund recipient permitted by the written agreement and applicable law. Verify identity and written authority for another recipient. Do not direct a refund to an agent solely because the agent recruited the student.
- Bank detail verification and internal checks must not extend statutory time limits. Escalate any risk of missed deadlines promptly to the CEO and take steps to meet the obligation.

13 Complaints and appeals

A student may seek review through CCM's Complaints and Appeals Policy by contacting Student Support or info@ccm.vic.edu.au. CCM ensures an impartial review and provides written reasons and information about independent external review. Lodging a complaint does not remove statutory refund deadlines or the student's right to pursue other remedies.

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.

14 Records responsibilities and review

Administration maintains claims, agreements, correspondence, evidence and outcomes. Finance maintains reconciliations, calculations, approvals, payment proof and fee protection evidence. The CEO oversees deadlines, complaints, policy consistency and corrective action. Retain international student written agreements and receipts for at least two years after the person ceases to be an accepted student, and retain other records under applicable legal and CCM retention requirements.

Review this policy annually and when legislation, fees or operational arrangements change. Record actual approval and implementation dates. Use the policy with CCM's fee schedule, student written agreement, Refund Application Form, Complaints and Appeals Policy and records management procedures.

Authoritative reference sources

ASQA: 2025 Standards; Accountability Practice Guide; Refunding students; Default obligations; Written agreements (asqa.gov.au).

Federal Register of Legislation: 2025 Compliance Standards, section 18; ESOS Act 2000; Calculation of Refund Instrument 2024 (legislation.gov.au).

Department of Education: National Code 2018 Standard 3 written agreements guidance (education.gov.au).