

# RMIT University Pathways (RMIT UP) English for Academic Purposes (EAP) Refund Procedure

## Section 1 - Context

(1) This procedure outlines the circumstances under which students in the [RMIT University Pathways \(RMIT UP\)](#), English for Academic Purposes (EAP) program may be eligible for fee refunds and the amounts refundable in such cases.

## Section 2 - Authority

(2) Authority for this document is established by the RMIT [Enrolment Policy](#).

## Section 3 - Scope

(3) This procedure applies to students in an RMIT UP EAP program whose letter of offer for enrolment in EAP was issued on or after 9 November 2023. For students whose letter of offer for enrolment in EAP was issued prior to 9 November 2023, the [RMIT English Worldwide \(REW\) Refund and Transfer of Fees Procedure](#) and [RMIT English Worldwide \(REW\) Refund and Transfer of Fees Instruction](#) apply.

## Section 4 - Procedure

(4) Students may withdraw their offer acceptance or cancel their enrolment in the EAP program at any point in time but may be required to forfeit fees depending on the timing and the reason for the withdrawal or cancellation.

(5) Students who wish to withdraw their offer acceptance or cancel their enrolment in the EAP program and seek a refund must do so formally, by the method prescribed by RMIT UP or RMIT. Only refund applications submitted according to the prescribed method will be considered.

(6) By accepting an RMIT UP EAP program offer, students are deemed to have understood and agreed to this refund procedure and acknowledge that it will be reviewed and may be amended from time to time.

### Eligibility for a refund

(7) RMIT UP will only consider a request for refund or transfer of fees when:

- a. RMIT UP has received the money that is to be refunded
- b. the application for refund has been submitted within 12 months of commencement date. This includes students who accepted their offer and are yet to enrol in an EAP program, and
- c. a complete application for refund or transfer of fees has been made in the form prescribed by RMIT UP or RMIT.

(8) A student may not be entitled to a refund if, after they have commenced the EAP program, they are found to have engaged in misconduct under the [Student Conduct Policy](#). Any consequences, including in relation to the student's fees, in these circumstances will be determined by the Student Conduct Board.

(9) If, prior to commencing their EAP program, a student is found to have provided untrue or inaccurate information to RMIT UP, English as part of their EAP application or refund application, [RMIT UP](#) reserves the right to retain up to one hundred percent (100%) of any prepaid amount and may withdraw the student's offer.

(10) Where a student has any outstanding debt or penalty to RMIT or RMIT University Pathways, this will be deducted from any refund.

(11) Students who are officially sponsored are not permitted to request a refund of any tuition fees. In such circumstances, the recorded sponsor must apply for a refund.

(12) A student on a leave of absence is still considered a current student and any eligible prepaid tuition will be reallocated to the required extension of the student's enrolment, as per the [RMIT University Pathways Leave of Absence Instruction](#).

### **Eligibility for transfer of fees**

(13) If a student with an original package-offer for EAP and an RMIT University program meets the entry requirements for the RMIT University program prior to commencing or completing the EAP program, [RMIT UP](#) will transfer any eligible refund amount to the RMIT University program at the student's request.

### **Assessment of Refund Application**

(14) Where a student is eligible for a refund, that refund will be calculated in accordance with this procedure and the RMIT UP EAP Refund Assessment Table, which is set out under Section 6 of this procedure.

(15) Refunds will be calculated from the date of the student default.

(16) If a student default occurs during or after a period of approved leave of absence (LOA) or a student fails to accept the offer for the required enrolment extension, fifty percent (50%) of the unused prepaid tuition for each 5-week module of approved LOA will be retained by [RMIT UP](#).

(17) The [RMIT UP, Deputy director, English](#) may approve the refund of some, or all fees paid where it is determined there are exceptional circumstances of a compassionate or compelling nature that significantly impacted the student's ability to commence or continue with the EAP program. The student must provide evidence of such circumstances as reasonably requested by [RMIT UP](#).

(18) [RMIT UP](#) will allow 10 working days for additional documentation or requested information to be provided to support an application for refund if required. The refund application will be closed if the required information is not received within this timeframe. A new refund submission will be required if the refund application has been closed due to the timeframe not being met.

(19) Students will be advised of the outcome of their refund application via email within 20 working days of the refund application. The outcome email will include:

- a. the reason for the refund
- b. how the refund was assessed (e.g. date of refund application)
- c. how the refund amount was calculated, and
- d. information regarding submitting an appeal.

## Refund of Overseas Student Health Cover (OSHC)

(20) A student who has not commenced any program with [RMIT UP](#) or RMIT is eligible for a full refund of any Medibank OSHC premium paid at the time of their acceptance.

(21) A student who has cancelled their EAP enrolment may be eligible for a partial refund of the Medibank OSHC premium paid to [RMIT UP](#) if their enrolment is cancelled and they have left Australia. The refund amount will be calculated from the date of departure from Australia.

(22) An enrolled student may cancel their Medibank OSHC at any time and will be refunded the unused pro-rata portion of their Medibank OSHC premium paid to [RMIT UP](#).

(23) A student with OSHC arranged directly with a provider, and not via [RMIT UP](#) will be responsible for arranging a refund with their respective provider.

## Payment of refund

(24) All refunds will be paid in Australian dollars.

(25) Refunds will be processed using the same payment method as the original payment.

(26) Where the original payment was via a credit card within 12 months of the refund, any refund amount will be returned to the same credit card account used for the original payment.

(27) Refunds that are processed via electronic funds transfer will be paid into the student's nominated bank account.

(28) [RMIT UP](#) reserves the right to request proof of the receipt of a refund.

(29) Approved refunds will be paid within 20 working days of a correctly completed refund application being received by [RMIT UP](#). The exception to this is if [RMIT UP](#) is unable to provide the program, in which case the refund will be paid within 14 days of the RMIT UP default.

## Appeals

(30) A student may lodge an appeal against a refund assessment decision after being notified of the outcome of their refund.

(31) A student must submit the appeal in writing

- a. within 20 working days of being notified of the outcome of their refund application
- b. to the RMIT UP Associate Director, Quality Assurance and Standards
- c. via email to [rmit.up.studentservices@rmit.edu.au](mailto:rmit.up.studentservices@rmit.edu.au).

(32) Further information requested for consideration of the appeal must be provided within 10 working days of the date the request was sent to the student. If the required information is not submitted within this timeframe, the appeal will be assessed on the available information.

(33) Appeals will only be considered if the student provides:

- a. evidence that [RMIT UP](#) has made an error in process that has been a significant factor in the decision, and/or
- b. evidence that significant circumstances have not been taken into account, and/or
- c. new, relevant evidence that was not available at the time of the decision, which would have been a significant factor in the decision.

(34) The RMIT University Pathways Associate Director, Quality Assurance and Standards will commence assessment of the appeal within 10 working days of the submission of a valid appeal and will finalise the outcome as soon as practicable.

(35) The student will be sent a written outcome to the personal email account (as recorded in [RMIT UP](#) records) within 10 working days of the conclusion of the appeal, which will include reasons for the outcome and advice on the external review process.

(36) Students who are dissatisfied with the outcome of an appeal against a refund decision may apply for an external review of the decision to:

- a. the [Commonwealth Ombudsman](#) for international students studying in Australia on a student visa, or
- b. the [Victorian Ombudsman](#).

(37) This procedure and RMIT's [Student and Student-Related Complaints Policy](#) does not restrict a student's rights under Australia's consumer protection laws.

## Section 5 - Resources

(38) [RMIT UP](#) EAP Refund Assessment Table:

Refund reason	Timing of default event (refund applications must be submitted within 12 months of the program commencement date)	Applied Charges	Amount to be refunded
<b>Provider default</b>			
<a href="#">RMIT UP</a> is unable to commence or continue with the program	Before program commencement date	n/a	Any prepaid amount
	On or after program commencement date	enrolment fee	Weekly tuition fee x number of weeks remaining in the payment period (which includes the week that RMIT UP ceased to continue the program) Any overpayment
<b>Student default</b>			
Visa refusal (visa refusal letter required)	Before program commencement date	n/a	Any prepaid amount
	On or after program commencement date	Enrolment fee	Weekly tuition fee x number of prepaid weeks remaining in the payment period (which includes the week of withdrawal from the program). Any overpayment

<b>Refund reason</b>	<b>Timing of default event (refund applications must be submitted within 12 months of the program commencement date)</b>	<b>Applied Charges</b>	<b>Amount to be refunded</b>
<p>Visa not granted in time to enrol* in onshore study and online delivery unavailable and program not deferred to a future start date (*last day to enrol is Monday, week 2 of the program) (visa application with visible date of submission is required)</p>	Anytime	5% of the Prepaid Amount or \$500, whichever is lesser	Prepaid amount, less the applied charges
<p>RMIT cannot issue an electronic confirmation of enrolment (eCOE) for RMIT UP due to lack of release from previous provider (evidence of refusal of release required)</p>	Anytime	Administration fee \$200	Prepaid amount, less the applied charges
<p>Exceptional circumstances of a compassionate or compelling nature i.e. - the student was unable to commence or continue with the program due to special circumstances beyond the student's control (e.g. medical, psychological, family/personal reasons) (documentary evidence may be required)</p>	Anytime	Subject to the discretion of the Deputy Director, English	Subject to the discretion of the Deputy Director, English
<p>Unconditional offer for an RMIT University program</p> <p>(This reason will only be applied to students whose original offer required the completion of EAP to meet the entry requirements of the RMIT University program).</p>	Before EAP program commencement date	Enrolment fee Administration fee of \$200	Prepaid amount, less the applied charges
	On or after EAP program commencement date	Enrolment fee Remaining tuition for current 5-week module 30% of prepaid tuition for modules in the current payment period that have not commenced	70% of prepaid tuition for modules in the current payment period that have not commenced Any overpayment (any eligible refund will be transferred to the RMIT University program if the student requests this)
<p>Any other reason</p> <p>(exceptions: Student Misconduct - see clauses 8 and 9</p> <p>Leave of Absence - see clauses 12 and 16)</p>	5 weeks or more before program commencement date	Enrolment fee Administration fee of \$200	Prepaid amount, less the applied charges
	Less than 5 weeks before program commencement date	Enrolment fee 50% of deposit paid	50% of deposit paid Any overpayment
	On or after program commencement date	Enrolment fee Remaining tuition for current 5-week module 50% of prepaid tuition for modules in the current payment period that have not commenced	50% of prepaid tuition for modules in the current payment period that have not commenced Any overpayment

## Section 6 - Definitions

Term	Definition
Provider Default	A provider default occurs when <a href="#">RMIT UP</a> does not bring a course to the student at the location on the agreed starting day or the course is discontinued at the location after commencing and the enrolled student has not withdrawn from the course before the default day.
Student Default	A student defaults occurs when: <ul style="list-style-type: none"> <li>the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn, or</li> <li>the student withdraws from the course at the location (either before or after the agreed starting day), or</li> <li>the registered provider of the course refuses to provide, or continue providing the course to the student at the location because of one or more of the following: <ul style="list-style-type: none"> <li>the student failed to pay an amount payable to the provider for the course</li> <li>the student breached a condition of their student visa</li> <li>misbehaviour by the student</li> <li>the student is not maintaining satisfactory academic progress</li> </ul> </li> </ul>
Module	Each 10-week EAP course level consists of two modules of 5 weeks in length. i.e. Upper Intermediate course level = Module A (5 weeks) and Module B (5 weeks)
Prepaid Tuition	Tuition fees paid for the EAP program.
Prepaid Amount	The prepaid amount is the prepaid tuition fees and where applicable, the enrolment fee. The prepaid amount may include an overpayment.
Overpayment	Prior to commencement: <ul style="list-style-type: none"> <li>To accept an EAP offer, prospective overseas students are only required to pay the deposit stated on their offer letter. If a student elects to pay more than the required deposit for their EAP program, this will be considered an overpayment.</li> </ul> After commencement: <ul style="list-style-type: none"> <li>Any fees paid for Payment Periods that have not commenced at the time of the enrolment cancellation will be considered an overpayment.</li> </ul>
Payment Period	For EAP enrolments of up to 25 weeks in length, the payment period is the entire enrolment period. For EAP enrolments of 30 weeks or more, there are two payment periods. The first payment period is for the first half of the enrolment. The second payment period is for the second half of the enrolment. E.g. 30 week enrolment: 1st payment period = weeks 1 - 15; 2nd payment period = weeks 16 - 30.
Enrolment Fee	The enrolment fee as stated on the student's accepted offer letter.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	28th November 2023
<b>Review Date</b>	31st July 2025
<b>Approval Authority</b>	Senior Policy Advisor
<b>Approval Date</b>	3rd November 2023
<b>Expiry Date</b>	Not Applicable
<b>Policy Owner</b>	Jake Heinrich Chief Executive Officer, RMIT UP
<b>Policy Author</b>	Margaret Dawson Associate Director, Quality Assurance and Standards
<b>Enquiries Contact</b>	RMIT UP