



C-6.2 Refund of tuition fees policy and procedure

1. Purpose

To ensure the AVA delivers a transparent, effective and efficient [Tuition Fee](#) refund policy.

2. Scope

This policy applies to [Applicants](#) and current and past [AVA CVP Students](#) seeking a refund of [Tuition Fees](#).

3. Policy Statement

The AVA will conduct all [Tuition Fee](#) refunds ethically, honestly and with fairness to all parties. This Policy and Procedure will be applied equally, in the context relevant to the circumstances, to all [AVA CVP Students](#), past [AVA CVP Students](#) and [Applicants](#) of the AVA.

4. Principles

- 4.1 The AVA will ensure this *C-6.2 Refund of student fees policy and procedure* is publicly available to [AVA CVP Students](#) and [Applicants](#).
- 4.2 The AVA will ensure [AVA CVP Students](#) have an option to leave credit balances (excess payments after [Census Date](#)) on their account to be applied against future liabilities the [AVA CVP Student](#) may incur with the AVA.
- 4.3 The AVA will develop and make publicly available [Review of Decision](#) processes for issues regarding [Tuition Fee](#) refunds.

5. Procedures

5.1 Grounds for a refund and establishing the amount to be refunded

- 5.1.1 An [AVA CVP Student](#) is entitled to a refund of [Tuition Fees](#) under the following circumstances:
 - (a) an [AVA CVP Student](#), who withdraws their [Enrolment](#) in a [Course](#) before the [Study Period Census Date](#), is eligible for a reversal of [Tuition Fees](#) and a full refund of monies paid upfront for that [Course](#).
 - (b) an [AVA CVP Student](#) who is granted “Withdrawal without Academic Penalty and with Fee Reversal” under the AVA’s procedure is eligible for a reversal of [Tuition Fees](#) and a full refund of monies paid upfront for that [Course](#).
 - (c) the offer of a place to an [AVA CVP Student](#) is withdrawn by the AVA or the AVA is unable to provide the [Course](#). The [AVA CVP Student](#) is entitled to a full refund of monies paid in advance for the [Course](#).

- (d) the [AVA CVP Student](#) fails to meet progression rules in accordance with the academic progress procedure and is not permitted to re-enrol. The [AVA CVP Student](#) is entitled to a full refund of [Tuition Fees](#) paid in advance of provision of [Notice of Exclusion](#).
- (e) withdrawal due to [Special Circumstances](#) in accordance with the *B/3.5 Assessment of special circumstances procedure*.

5.1.2 The AVA may refuse to provide or continue to provide a [Course](#) to an [AVA CVP Student](#) in one or more of the following circumstances:

- (a) The [AVA CVP Student](#), or their [Official Sponsor](#), failed to pay an amount they were liable to pay the AVA in order to undertake the [Course](#).
- (b) [Misconduct](#) by the [AVA CVP Student](#) in accordance with the AVA's policies on misconduct.

5.1.3 No Refund

Where an [AVA CVP Student](#) withdraws from a [Course](#) after the [Census Date](#) and the withdrawal is not subject to [Special Circumstances](#), an [AVA CVP Student](#) or their [Official Sponsor](#) will not be eligible for a refund of [Tuition Fees](#) for that [Course](#).

5.1.4 Refund of Miscellaneous Fee, Fine or Charge

An [AVA CVP Student](#) may be entitled to a full or partial refund of an AVA administrative fee, fine or charge associated with the AVA Chartered Veterinary Practitioner™ where the service was not provided or the fee, fine or charge has been reversed.

Requests for refunds of miscellaneous student fees, fines and charges are to be addressed to the AVA by email to education@ava.com.au. Successful requests for refunds will be forwarded to the AVA Corporate Services for processing. If a refund request is unsuccessful a [Notice](#) will be provided to the [AVA CVP Student](#), providing details of the [Decision](#).

5.1.5 Refund of credit balances on student account

An [AVA CVP Student](#) may apply for the refund of a credit balance on their [AVA](#) member account where:

- (a) an [AVA CVP Student](#) has ceased [Enrolment](#) at the AVA; and
- (b) all [AVA CVP Student](#) account balances relating to that [AVA CVP Student](#) has been satisfied in full; or
- (c) the overpayment was a genuine mistake (as evidenced in writing by the [AVA CVP Student](#) and AVA records).

5.2 Requesting a refund

All requests for refunds must be made in writing to the AVA by email education@ava.com.au.

[AVA Employees](#) may require proof of identity at the time of processing the refund. This will be a series of short questions relating to the [AVA CVP Student's Admission](#) and/or [Enrolment](#) details.

5.3 Refund processing time

All refunds will be paid within 20 business days of the AVA receiving a fully completed written request for a refund.

5.4 Refund payment methods

The AVA will apply the following methods of refund:

- 5.4.1 Where the original monies were received by the AVA via a current credit or debit card, the refund will be credited back against the originating credit or debit card;
- 5.4.2 Where the original monies were received by the AVA via direct debit, the refund will be via an AVA EFT.

It is not permissible to transfer monies directly from an AVA CVP Student's member account to that of another AVA member, business account, or AVA CVP Student.

5.5 Review of Decision

An AVA CVP Student or their Official Sponsor may request a Review of Decision in relation to a Student Fee refund where the AVA CVP Student or the Official Sponsor considers that the AVA has not assessed or processed the refund request in accordance with this Policy, or not all relevant information was taken into account when the refund was assessed.

Where the AVA CVP Student or their Official Sponsor is not satisfied with the attempt at informal resolution, they may lodge a formal request for a Review of Decision in accordance with the C/8.1 Student grievance resolution procedure.

The AVA's resolution process, including the C/8.1 Student grievance resolution procedure and the C/8.2 Student appeals procedure do not circumscribe an AVA CVP Student's right to pursue other remedies.

Where an AVA CVP Student agrees to the terms of the Policy, such agreement, and the availability of student grievance resolution processes, does not remove the right of the AVA CVP Student (or Official Sponsor) to take further action under Australia's consumer protection laws.

6. References

Nil.

7. Schedules

This policy must be read in conjunction with its subordinate schedules as provided in the table below.

8. Policy Information

Accountable Officer	AVA Chief Executive Officer
Responsible Officer	Head of Education and Events

Policy Type	AVA Education Policy
Policy Suite	Section C – Student Support and Administration
Subordinate Schedules	Nil
Approved Date	4 December 2023
Effective Date	4 December 2023
Review Date	30 April 2026
Relevant Legislation	Nil
Related Policies	C-3.1 Admission policy and procedure C-3.2 Enrolment policy and procedure C-6.1 Student fees and charges policy and procedure
Related Procedures	C-3.6 Withdrawal without academic penalty and with fee reversal procedure C-8.1 Student grievance resolution procedure C-8.2 Student appeals procedure
Related forms, publications and websites	AVA Chartered Veterinary Practitioner Website
Definitions	<p>Terms defined in the Definitions Dictionary</p> <p>Admission The process of submission and assessment of application for entry to study at the AVA.</p> <p>Appeal A formal, written request made by an AVA CVP Student to a higher authority to have a Decision overturned.</p> <p>Applicant A person who applies for any program of study offered by the AVA, whether the application is made through an AVA approved Registered Training Organisation or directly to the AVA.</p> <p>AVA The term ‘Association’ or ‘AVA’ means the Australian Veterinary Association Limited.</p> <p>AVA CVP Student A person who is admitted to the CVP Program offered by the AVA and is:</p> <ul style="list-style-type: none"> • currently enrolled in one or more Courses; or

- not currently enrolled but is on an approved Leave of Absence or whose Admission has not been cancelled.

Census Date

The date on which the AVA CVP Students Enrolment related requirements must be finalised in line with the CVP Student Key Dates. The AVA must, for each Course of study it provides or proposes to provide during a year, determine for that year, a particular date to be the Census Date for the Course. AVA CVP Students are responsible for meeting the AVA's Census Date deadline and must check that all Enrolment and payment details are correct on or before the Census Date.

Course

A discrete element of a program, normally undertaken over a single Teaching Period, in which the AVA CVP Student enrolls, and on completion of which the AVA CVP Student is awarded a grade.

Decision

A determination made by an AVA employee, contractor or other authorised delegate in the course of their duties on behalf of the AVA.

Enrolment

The process of admitting AVA CVP Students to one or more Courses for the current Academic Year.

Exclusion

Prohibition from enrolling in a Program or a Course for a specified period (also referred to as Excluded Enrolment status)

Notice

A Notice from the AVA is a document, whether physical or electronic.

A Notice may be:

- given by hand to the addressee or delivered to the address provided by the addressee to the AVA; or
- sent by registered or pre-paid mail to the address provided by the addressee to the AVA; or
- sent by electronic communication to an AVA CVP Student during the period of Enrolment until the completion of their program; or
- sent by electronic communication to the email address provided to the AVA by an addressee not enrolled at the AVA.

A Notice is taken to be received if:

	<ul style="list-style-type: none"> • given by hand to the addressee or delivered to the address provided to the AVA by the addressee; or • sent by registered or pre-paid mail - three business days after the date of posting; or • sent by electronic communication - at the time that would be the time of receipt under the Electronic Transactions Act 1999 or its succeeding legislation. • A Notice that would be deemed to have been received out of business hours or on a business day will instead be deemed received on the next business day. <p>Official Sponsor A third party or entity, located either within Australia or overseas, who has formally contracted with the AVA to accept debts on behalf of an AVA CVP Student, and therefore make payments and receive refunds on behalf of an AVA CVP Student.</p> <p>Review of Decision A merits review of a Decision made by the AVA in relation to an AVA CVP Student matter where the relevant policy or procedure relating to the matter allows for a review of Decision. The Review of Decision will be undertaken in accordance with the Student Grievance Resolution Procedure.</p> <p>Special Circumstances Matters which are, in most cases, beyond the control of an AVA CVP Student and which will impact their capacity to progress with their planned program of study or meet a submission deadline. In some legislation, Special Circumstances are referred to as “compassionate and compelling circumstances”.</p> <p>Study Period The period during which a Course is offered.</p> <p>Tuition Fee Fees charged to AVA CVP Students for enrolment in a course.</p> <p>Definitions that relate to this policy only</p> <p>Miscellaneous Student Fees, Fines and Charges Approved AVA fees, fines and charges not directly related to an AVA CVP Student’s enrolment, but relating to the provision of services by the AVA to an AVA CVP Student.</p> <p>Student Fee(s) Includes tuition fees and miscellaneous student fees, fines and charges.</p>
Keywords	Refund, Student Fee Refunds

Record No	
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Complying with the law and observing AVA Policy and Procedure is a condition of working for, and volunteering with, the Australian Veterinary Association.