



**POLICY: REFUND POLICY**

<b>POLICY NUMBER:</b>	FIN005	<b>VERSION:</b>	7.1
<b>DATE ADOPTED:</b>	19 March 2012	<b>DATE LAST REVIEWED:</b>	3 December 2020
<b>DATE OF NEXT REVIEW:</b>	3 December 2022	<b>REVIEW FREQUENCY:</b>	Two years
<b>AUTHORISED BY:</b>	Principal Executive Officer	<b>REVIEWED BY:</b>	Chief Operations Officer, Finance Manager
<b>RESPONSIBLE FOR REVIEW:</b>	Chief Operations Officer, Finance Manager		
<b>REVIEW PROCESS:</b>	Chief Operations Officer, Finance Manager		
<b>DOCUMENT MANAGEMENT:</b>	U:/Policies and Procedures		
<b>AIM</b>	This policy outlines IIBT's commitment to ensuring that all students have ready access to information about refunds and that the refunding of tuition fees is in accordance with current legislation and standards.		

**1. REGULATIONS:**

- a. HESF: 1.1
- b. National Code: 2.1, 3.1, 3.2, 13.2, 13.3
- c. Standards for RTO's 2015: 5.3

**1.2 Legislation and Other Requirements:**

- a. Tertiary Education Quality and Standards Agency Act 2011
- b. The Education Services for Overseas Students (ESOS) Act 2000
- c. National Vocational Education and Training Regulator Act 2011

**1.3 Other Policies:**

- a. Deferral and Withdrawal Policy
- b. Enrolment Policy
- c. Student Misconduct Policy
- d. Academic Misconduct Policy

**1.4 Forms and other documents:**

- a. Refund Fee Schedule
- b. Refund Request Form
- c. Terms of Offer
- d. Letter of Offer
- e. Domestic Student Application Form

**1.5 Key words (Meta data):**

Fees, Refunds, Student support services officer, Refund Procedures

**1.6 Evidence:**

Completed refund request forms



## 2. POLICY INFORMATION:

### 2.1 Introduction:

IIBT is committed to ensuring that all students have ready access to information about refunds and that the refunding of tuition fees is in accordance with current legislation and standards. The policy further ensures that refund requests are reviewed in a fair and just manner with a thorough investigation of each case. Where compassionate and compelling reasons justify it, refunds, as outlined in this policy, may be granted in part or full, on recommendation of the Management Team and approval by the Principal Executive Officer. IIBT will also ensure that all information contained in marketing and advertising material that relates to course fees is accurate and relevant to current fee policy, and that students are provided with a 30-day notice period prior to any course fee changes.

### 2.2 Policy Scope:

This policy applies to all students enrolled at IIBT.

### 2.3 Procedures:

IIBT will achieve this policy by:

- a. Providing all enrolled or enrolling students with information relating to and access to course fee refunds procedures.
- b. On receiving a **Refund Request Form** from a student, the Student Support Services Officer will advise IIBT management of the pending application.

### Conditions:

1. All refund requests must be made in writing on the designated **Refund Request Form**.
2. All refunds will be paid within four weeks of receiving the Refund Request Form. Provisions for refunds are detailed in the **Refund Fee Schedule**.
3. Students are responsible for clearing any overdue fees prior to a refund being processed.
4. Enrolment, accommodation, and airport pick up fees are non-refundable.
5. Refunds will be paid in \$AUD by direct deposit to the designated bank account of the person who entered into a contract with IIBT.
6. Course money will not be refunded to a third party unless a student provides an authorisation form. Non-self-supporting students must obtain their parents' or legal guardian's permission for a refund.
7. Officially, sponsored students cannot request a refund of any tuition credit fees. Only the recorded sponsor can receive them.
8. Census date for refunds due to withdrawal or deferment is 21 days from the commencement date of the trimester (Diploma students) or the first day of the teaching period (English students) as applicable. Refunds outside of this timeframe will only be considered if the request is based on compassionate or compelling grounds. Cancellation fees may be applicable in accordance with the published refund schedule.
9. All request for refunds must be approved by the Director International.
10. IIBT will refund monies in credit over \$50 following graduation. Refunds in excess of AUD\$50 will be sent to a student's nominated Australian bank account.
11. IIBT accepts no liability for any currency exchange movement between the date the fees were received and the date the refund is paid or any bank charges relating to the refund.



12. In the event that the information provided in the refund application is not complete and further information/verification is required, the processing timeline will resume effective from the date when the completed information has been submitted.
13. A student whose withdrawal or enrolment cancellation is due to exceptional compassionate or compelling circumstances must state reasons for the withdrawal in the **Refund Request Form** and include any documentary evidence (e.g., medical certificates). Cancellation charges may be waived.
14. Where continuing students defer their course due to compassionate and compelling circumstances, IIBT will credit any fees paid to the relevant semester without penalty.
15. Commencing students who fail to meet a condition of their offer relating to English or academic competency, preventing them from enrolling in their proposed course, will be eligible for a refund of Tuition Fees less an administration charge, provided the college was notified before the beginning of the semester begun. Evidence of failure to meet the condition must also be shown prior to semester commencement, as outlined in the Letter of Offer.
16. The full refund policy will apply in cases where a student cannot provide sufficient evidence that entry requirements are not met.
17. In the case of a visa refusal, IIBT will process the written application and refund course fees within four weeks of receiving the student's written advice of visa refusal. Application for refund must be accompanied by a rejection letter from DIBP.

#### **Defaults by IIBT**

18. IIBT default refund provisions apply to all students 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 IIBT; and
  - d. The student has not withdrawn before the default day.
19. In the unlikely event that the Institute defaults, the student will be offered a refund of all the course money paid to date within two weeks of the default day. Should there be any unspent Pre-Paid Fees held in the IIBT Prepaid Student Fee Account, IIBT will pay the refund out of this account.
20. Alternately, the student may be offered enrolment in a suitable alternative course by the college at no extra cost.
  - a. The student has the right to choose whether he/she would prefer a full refund of course fees, or to accept a place in another course.
  - b. If the student chooses placement in another course, he/she will be asked to sign a document to indicate that he/she accepts the placement. The student's written acceptance of the alternative course offer will relieve IIBT's liability to provide a refund to the student.
21. Should the above arrangement not be suitable to the student, IIBT will notify the Tuition Protection Service (TPS) Director who will facilitate access for the student to course placement for overseas students, or ACPET for domestic students.



### **Student Defaults**

22. The student default refund provisions apply to all students in relation to a course if:
- a. The course starts on the agreed starting day, but the student does not start on that day (and has not previously withdrawn); or
  - b. The student withdraws from the course (either before or after the agreed starting day); or
  - c. IIBT refuses to provide, or continue providing, the course to the student because of one or more of the following events:
    - i. The student failed to pay an amount he or she was liable to pay IIBT, directly or indirectly, in order to undertake the course;
    - ii. The student breached a condition of his or her student visa;
    - iii. Misbehaviour by the student

### **Appeals**

23. Students who dispute refund procedures will be provided with access to the IIBT internal / external appeals procedure.
24. IIBT's refund policy and the availability of complaints and appeals processes do not remove the right of the student to take action under Australia's consumer protection laws.

### **FEE HELP/Local Students**

25. Students do not incur a financial liability for a unit of study until after the census date which is 21 days from the commencement date of a trimester.
26. If a student has paid any tuition fees upfront and withdraws from that unit before or on census date, IIBT will refund the fees paid in full. A student who withdraws from a unit on or before the census date does not have to request a refund as the refund process is automatic in such a case.

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**END OF DOCUMENT**

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