

Refund for International Students

Policy and Procedure

1 Purpose and Objective

- 1.1 The intent of this policy and procedures document is to make IIBIT overseas students (both commencing and continuing) and staff aware of IIBIT's refund policy for overseas students and its associated procedures.
- 1.2 The policy and procedure is determined in accordance with the Education Services for Overseas Students (ESOS) Act 2000, the National Code of Practice for Providers of Educations and Training to Overseas Students (National Code 2018), the Standards for Registered Training Organisations (RTOs) 2015 (standard 5.3, 7.3), the National Standards for ELICOS Providers and Courses, and the Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012.

2 Scope

- 2.1 This policy applies to all pre-paid fees collected by the International Institute for Business and Information Technology from current or prospective international students who require a Student Visa to study in Australia, including those studying or wishing to study on English Language Intensive Courses for Overseas (ELICOS) programs.
- 2.2 This policy provides written guidelines for staff and students in relation to calculation of refunds for tuition fee paid in advance, in accordance with Federal legislation.

3 Policy

Principles

- 3.1 This Refund Policy applies to students who are 'overseas students' as defined in the National Code 2018. Except as provided by law, a refund of Tuition fees will only be granted in accordance with this Refund Policy.
- 3.2 IIBIT will comply with all obligations placed upon it by the legislative frameworks applicable to its operations, including but not limited to the ESOS Act, the National Code, and the Standards for Registered Training Organisations 2015 and the Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012 (TPS).
- 3.3 IIBIT will ensure that students will be provided with all the information they need in order to understand their entitlements to refunds.
- 3.4 IIBIT will ensure that its staff are fully aware of their obligations under the legislative and regulatory framework and the IIBIT Refund Policy and will be empowered to enact this policy effectively.

- 3.5 The terms and conditions set out in the IIBIT Refund Policy and Procedures will apply equally to prospective, commencing and continuing students unless otherwise specified.
- 3.6 IIBIT reserves the right to amend this policy and its procedures at any time to ensure compliance with applicable State and Federal Laws and/ or to amend the non-refundable administration fee.
- 3.7 IIBIT may in its absolute discretion, refund to the student some or all tuition fees where it determines that there are extenuating or compassionate circumstances.
- 3.8 Each student is deemed to have acknowledged and agreed to the terms and conditions of the Refund Policy by virtue of their signing the IIBIT Acceptance Agreement.
- 3.9 This policy, the Acceptance Agreement and the availability of complaints and appeals processes, do not remove the right of Students to take action under Australia's consumer protection laws.
- 3.10 IIBIT will review this policy and its procedures regularly, as indicated in Section 9 below.

Grounds for Refund of the Tuition Fee

- 3.11 Partial refund of the unspent Tuition fee paid may apply in below mention states.
- 3.12 IIBIT defaults, whereby:
 - a) the offered course does not commence (full refund applicable);
 - b) the course ceases to be provided at any time after it starts but before it is completed (refund of unspent tuition fee); and
 - c) the course is not provided in full to the student because a sanction has been imposed on IIBIT under Part 6 of the ESOS Act 2000 (refund of unspent tuition fee)
- 3.13 The overseas student (commencing or current) defaults, whereby:
 - a) the course starts on the agreed date (i.e. on the day on which the course was scheduled to start, or a later date agreed between IIBIT and the student) but the student does not start the course on that day and has not previously withdrawn from that course;
 - b) the student withdraws from the course either before or after the agreed starting date;
 - c) IIBIT withdraws an offer on the basis that the offer was made on the basis of incorrect or incomplete information being supplied by the student or the intending student.
 - d) the student fails to meet course progression rules and is not permitted to re-enrol;
 - e) the student or intending international student submits a notice of withdrawal due to exceptional circumstances; and
 - f) student Initiated Deferral: All pre-paid tuition fees will be held for a period of no greater than 6 months, once the 6 month period of deferment lapses; any payment of tuition fees will be forfeited and non-refundable; the student will need to re-apply for re-admission.

Levels of Refund (full or partial) of the Tuition Fee:

Refund of Tuition Fee where IIBIT defaults (full refund)

- 3.14 If a student is unable to complete a course due to default by IIBIT, the student will be notified by IIBIT in writing, provided the student has not formally withdrawn before the default date.
- 3.15 In the case of International students on Student Visas being affected, IIBIT will notify the Secretary and TPS Director in writing of its default within 3 business days of the default occurring.
- 3.16 In the event that IIBIT defaults as mentioned above, all tuition fees paid by or for the international student to date are fully refundable. The refund will be paid to the student within 14 days of the day on which the course being provided ceased. Alternatively, the student may be offered enrolment in a suitable course by IIBIT at no extra cost to the student. The student then has the right to choose to receive a full refund of course fees, or to accept a place in another course at IIBIT. If the student chooses placement in another course, IIBIT will ask him/her to sign a document (Acceptance Agreement) to indicate that the student has accepted the new placement.

Refund of Tuition Fee where the student defaults

- 3.17 Where a student, after accepting an offer of a place, gives a minimum of four weeks written notice before the commencement of the course of an inability to undertake the course, all pre-paid tuition fee paid for the course is refundable less 30%.
- 3.18 Where a student gives less than four weeks written notice before the commencement of the course of an inability to undertake the course, all prepaid tuition fees are refundable less 50%.
- 3.19 No refund of fees is given after course commencement.

Refund of Tuition Fee where a student fails to meet course progression rules

- 3.20 Unspent Tuition fees are fully refundable where a student fails to meet course progression rules and is not permitted to re-enrol, if the fees were paid in advance of the notification of exclusion.

Refund of Tuition Fee where a student withdraws under exceptional circumstances

- 3.21 All Tuition fees paid for the semester may be fully refundable (less administration fee) where a student has been required to withdraw under exceptional circumstances, including:
- a) inability to obtain a student visa; however, NO refund is given if visa refusal is based on breach of student visa conditions;
 - b) illness or Disability, subject to appropriate medical certification; and
 - c) death of the student or a close family member (parent, sibling, spouse or child); or political, civil, or natural event which prevents full payment of fees.

Refund of Tuition Fee where the student provides incorrect or incomplete information

- 3.22 Where IIBIT withdraws an offer based on incorrect or incomplete information supplied by the applicant, all Tuition fees paid will be refundable less 30%.

Non-Refundable Fees

- 3.23 Application fees are non-refundable.
- 3.24 Accommodation booking fees and airport pickup are due on enrolment and are non-refundable.

4 Procedure

- 4.1 Refund applications for full or partial refunds must:
- a) be made in writing on the Application for Refund;
 - b) set out the reasons for the application;
 - c) be accompanied by supporting documents as may be appropriate; and
 - d) be forwarded to:

IIBIT Student Services
Ground Floor, 841 George Street
Sydney NSW 2000
- 4.2 Student Services staff forward the request to Manager, Finance Department for action.
- 4.3 The student will receive a notification letter from Student Services approving or rejecting his/her Application for Refund. If rejected, the reason for rejecting the application must be set out in this letter.
- 4.4 No refunds will be paid to a third party unless it is indicated on the refund application that any refunds due are payable to a third party
- 4.5 Students may elect to have any unspent pre-paid tuition fees transferred to an alternative IIBIT course if he or she has an approved application for the alternative course.
- 4.6 All eligible refunds are to be paid within 28 working days from receiving the completed student Application for Refund request form that is required to be submitted with the Deferral or Cancellation form.
- 4.7 Students are not permitted at any time to transfer course fees to another student.
- 4.8 Student refunds are to be paid by the Accounts Department via:
- a) Electronic Transfer
 - b) Telegraphic Transfer
 - c) Cheque
- 4.9 Where a visa application has been refused:

- a) Upon receipt of proof of refusal and evidence of payment to the institution, fees paid in advance in respect of Tuition and Overseas Student Health Cover ('OSHC') will be refunded via electronic transfer or telegraphic transfer or cheque.

Note:

- 4.10 All refunds are made payable in the name of the student as recorded in his/her passport or the institution or individual authorized by the student.
- 4.11 Applications to defer admission to a later date will be considered on the basis of cogent reasons.
- 4.12 This policy, and the availability of IIBIT complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.
- 4.13 IIBIT dispute resolution processes do not circumscribe the student's right to pursue other legal remedies.

5 Implementation

- 5.1 This Policy will be implemented using the following strategies:
 - a) this policy will be posted on the IIBIT public access website;
 - b) this policy will be summarised in the IIBIT Student Handbook and ELICOS Student Handbook will be outlined during all student orientations;
 - c) correspondence and training will be provided to Managers and staff at all levels implementing the Tuition Protection Services and ESOS framework; and
 - d) documentation distribution, e.g. IIBIT Policy and Procedure Folder.

6 Review

- 6.1 A review of this policy and its procedures is undertaken annually by the Chief Executive Officer and the Senior General Manager (Operations).

7 Roles and Responsibilities

- 7.1 Admissions & Marketing Department (new students).
- 7.2 Student Services (continuing students).
- 7.3 Finance and Accounts Department (both new and continuing students).

8 Definitions

ADMINISTRATION FEE	A fee that is charged in the event that a student visa application is refused, to cover the administrative costs involved.
APPLICATION FEE	The fee payable, if any, as set out in the Offer of Admissions and Acceptance Agreement. Paid cover Application cost.
COURSE	A full-time registered Course of education or training

	registered on CRICOS for the attainment of a test amur or certificate as defined in the ESOS Act.
COURSE COMMENCEMENT DATE	An agreed starting day of a course as specified in the offer of admission.
CRICOS	Commonwealth Register of Institutions and Courses for Overseas Students.
DE	Department of Education
DHA	Department Home Affairs
DOMESTIC STUDENT	Refers to all students who are not overseas fee-paying students.
ELICOS	English Language Intensive Courses for Overseas Students (ELICOS).
ESOS 2000	Education Services for Overseas Students Act 2000
FULL-TIME	The normal amount of study for a particular Course which is approved by the accrediting authority for the course.
NATIONAL CODE 2018	The National Code of Practice for Providers of Education and Training to Overseas Students 2018.
NON-REFUNDABLE FEE	a non-refundable fee which is not claimed in a refund application. Eg. cost of registration, airport pickup and accommodation booking fee (where applicable) etc.
NVR	National Vocational Education and Training Regulator Act 2011 (NVR Act)
PRE-PAID FEES	Tuition fees received by IIBIT from a student in relation to a course to be provided by IIBIT, before the student begins that course.
PRISMS	Provider Registration and International Students Management System
SEMESTER	Two terms of 10 weeks study
SRTO	Standards for Registered Training Organisations (RTOs) 2015
STUDENT	A Student who is enrolled at IIBIT and includes both prospective Students and enrolled Students who are 'overseas students' as defined in the National Code and hold student visas as defined by the ESOS Act, and to students of IIBIT who do not hold student visas and are studying off shore but does not include Domestic Students.
TERM	The duration of a term is equal to 10 weeks' study.
TPS ACT 2012	Education Services for Overseas Students Legislation Amendment Tuition Protection Service and Other Measures) Act 2012 (TPS).
TUITION FEES	The fees for enrolment in a Course determined by IIBIT and advised in both the Offer Admission attached to the Acceptance Agreement, as being the tuition fees for the course (per Term/Semester).
UNSPENT TUITION FEES	Tuition fees paid in advance that have not yet been earned as they are for training and or assessment in the future.
VET	Vocational Education and Training

9 Associated Information

Related Documents	<ul style="list-style-type: none"> Complaints and Appeals Policy and Procedure Notification letter to student of result of application for refund.
Related Legislation	<ul style="list-style-type: none"> Education Services for Overseas Students Act 2000 ESOS Regulations 2001 The ESOS (Registration Charges) Act 1997 The National Code of Practice for Providers of Education and Training to Overseas Students 2018(The National Code 2018). Education Services for Overseas Students Legislation Amendment Tuition Protection Service and Other Measures) Act 2012 (TPS). English Language Intensive Courses for Overseas (ELICOS) National Vocational Education and Training Regulator ACT 2011 (NVR Act) Standards for Registered Training Organisations 2015
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10 Change History

Version Control	Version 6.1	
Change Summary	V1 30/07/2011	Overall review
	V2 20/08/2012	Overall review
	V3 27/02/2013	Overall review
	V4 25/06/2013	Overall review
	V5 25/02/2015	Updated: VET standards 2015
	V6 28/04/2017	Formatting
	V6.1 09/08/19	Applied new template, plus minor editorials, GMASQA Approved