

Refund Policy

1 SCOPE

This policy covers the refunds process for all fees payable for training services provided within Ultimate Institute of Australia's scope of registration, in accordance with ESOS framework, including the ESOS act and the National Code 2018.

2 PURPOSE

To provide for appropriate handling of student's payments and to facilitate refunds in the case of cancellation by either party. The refunds process will allow students the option to disengage from training in a manner in which a negative impact may be negated or reduced, depending upon notification time frame.

Unless otherwise stated, all refunds of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

3 POLICY STATEMENT

Details concerning the scope of Ultimate Institute of Australia Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

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.

4 GENERAL RULES

- 4.1 The refund process reflects the commitment by Ultimate Institute of Australia to hold places as booked by students and the amount of administrative resources consumed at the various stages.
- 4.2 The date the written notice is received by Ultimate Institute of Australia is the default date, and is the date used for the calculation of any refund and/or cancellation.
- 4.3 In the case of a visa refusal, the default date is the date of decision made by the Department of Home Affairs to refuse the visa, as notified to Ultimate Institute of Australia through PRISMS.
- 4.4 Refunds must be requested in writing to the compliance Manager of Ultimate Institute of Australia. Verbal notification to Ultimate Institute of Australia staff or agents are not valid.
- 4.5 Refund application will not be processed where the signature on the refund application form does not match the student's signature as shown on other documents provided by the student for admission to Ultimate Institute of Australia.

- 4.6 The Compliance Manager of Ultimate Institute of Australia will process refund requests and if approved, arrange payment within 28 days.
- 4.7 Refunds will be paid in Australian Dollars into the nominated bank account.
- 4.8 To allow prompt settlement of refund requests, all advanced payments will be held in a nominated bank account by Ultimate Institute of Australia until the course start date.
- 4.9 All requests for refund will be processed on an individual basis, taking into account impact on follow on units /modules if applicable.
- 4.10 The term “commencement” in this policy refers to the first day of the first program attended by the student.
- 4.11 Issues with regard to payment are to be handled at the first available opportunity and directed to the Compliance Manager of Ultimate Institute of Australia. All Refund Requests and issued refunds are to be logged in the Refund Log.
- 4.12 In the event of visa refusal, the application fee is not refundable. Refund on visa rejection will require a copy of notification from the Department of Home Affairs. Airport pick up fee is refundable if a visa is refused.
- 4.13 Tuition fees and Overseas Student Health Cover (OSHC) are refundable in full where student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course, Ultimate Institute of Australia if advised of the cancellation 28 days or more before course starts and prior to entering into Australia.
- 4.14 Student enrolled in packaged courses do not qualify for a refund once they commence their studies in Australia.
- 4.15 If the student have given misleading information to an Ultimate Institute of Australia approved agent, Ultimate Institute of Australia and/or any Commonwealth Agencies of Australia, no refund will be given.
- 4.16 Ultimate Institute of Australia will forward the refund to the applicant in their country of origin unless otherwise authorised in writing.
- 4.17 No refunds will be paid to a third party (person other than the student), unless directed by the student on the Refund Application Form.
- 4.18 Ultimate Institute of Australia calculates refunds based on the total Course fee as outlined in the letter of offer.
- 4.19 Ultimate Institute of Australia will give the student a refund statement that explains how the amount has been worked out.
- 4.20 In case of a cancellation by the student or Ultimate Institute of Australia , any outstanding fees to Ultimate Institute of Australia become due with 7 (seven) days. Ultimate Institute of Australia will not approve any transfer until all outstanding fees are paid.
- 4.21 Any costs incurred by Ultimate Institute of Australia to recuperate outstanding fees will be charged to the student.

- 4.22 Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.
- 4.23 Ultimate Institute of Australia will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- 4.24 Provide the student in writing the resulting decision of Ultimate Institute of Australia's management.
- 4.25 Advise the student of their right to appeal the decision of Ultimate Institute of Australia management.
- 4.26 The refund policy is subject to review at least once per year.
- 4.27 Refunds will only be paid to the student or legal guardian of a student under 18. If a student has paid the fees to their agent, Ultimate Institute of Australia will recover the paid fees and return to student.
- 4.28 Ultimate Institute of Australia only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with Ultimate Institute of Australia.

Refunds resulting from Ultimate Institute of Australia Default

In the unlikely event of Ultimate Institute of Australia default, within 14 days of the default, Ultimate Institute of Australia will:

- Either offer the student an alternative place at Ultimate Institute of Australia's expense, that is accepted in writing;
OR
- Refund the student the unused portion of the prepaid fees.

If Ultimate Institute of Australia is unable to provide a refund or place the student in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: www.tps.gov.au), who will place the student in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.

TABLE OF REFUNDS

Type	Timeframe	Amount Refunded	Documents
VISA Refusal	Before course commencement	Course fee minus 5% of course fee received by UIA or \$500.00 whichever is less.	Refund Request Proof of VISA Refusal
VISA Refusal	After course commencement	Unspent Portion of tuition fee received by the institute i.e. the product of the weekly tuition fees for the course and the number of weeks remaining in the paid portion of the course, after the day on which the relevant default occurred.	Refund Request Proof of VISA Refusal
VISA Removal for breach of conditions	At any time	Nil	Refund Request Proof of VISA Refusal
Withdrawal, Transfer or Enrolment Cancellation	Greater than 28 days before commencement of the course	All fees minus the non-refundable application of AUD \$250.00. There is an additional \$300.00 cancellation fee.	Refund Request Letter of Offer
	Less than 28 days before commencement of the course	50% of Course fee. minus application fee of AUD \$250.00. There is an additional \$300.00 cancellation fee.	Refund Request Letter of Offer
	After the course has commenced	Nil	Nil
Default by Ultimate Institute of Australia	At any time	Full Refund	Nil

5 RESPONSIBILITIES

The CEO of Ultimate Institute of Australia is responsible for ensuring compliance with this policy. Compliance Manager of Ultimate Institute of Australia will process refund requests, if approved, and arrange refund payment within 28 days.

The Ultimate Institute of Australia Access & Equity Policy applies. (See Access & Equity Policy)

All documentation from refund processes are maintained in accordance with Records Management Policy. (See Records Management Policy)

All Refund practices are monitored by the Compliance Manager of Ultimate Institute of Australia and areas for improvement identified and acted upon. (See Continuous Improvement Policy)

6 RELATED LEGISLATION AND REGULATIONS

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018' Standards
- Standards for Registered Training Organisations (RTOs) 2015
- Education Services for Overseas Students Regulations 2001
- Education Services for Overseas Students Act 2000

7 RELATED POLICIES, PROCEDURES AND DOCUMENTS

- Fees and Charges Policy
- Deferral Suspension Cancellation Policy
- Complaints & Appeals Policy
- Complaints & Appeals Procedure
- Academic Misconduct and Cancellation Form