

1. Purpose

The purpose of this document is to establish the fee payment refund procedure in accordance with the *ESOS (Education Services for Overseas Students) Act 2015*.

2. Scope

This policy applies to prospective international students, both onshore and offshore who have accepted a place at the Institute, and students currently enrolled at the Institute.

3. Responsibility

The Chief Financial Officer (CFO) and Operations Manager are responsible for the implementation and monitoring of this policy.

4. Definitions

Tuition Fee: A compulsory academic fee payable by students for courses offered by the Institute. It does not include course material fees and other applicable fees or costs.

Tuition Protection Service (TPS): A protection scheme for international students whose provider cannot fully deliver a course for which the student has paid. The TPS ensures that international students are able to either:

- a. completes their studies in another course or with another education provider, or
- b. receives a refund of their unspent tuition fees.

Agreed Start Date/Course Commencement: The day on which the course was scheduled to start as per the student's Confirmation of Enrolment (COE), or a later date agreed between the Institute and the student for the start of the course.

Course Fees: The sum of the tuition fees and non-tuition fees (if any) received by the Institute in respect of the student.

Course Material Fee: A fee charged for the cost of providing course materials for theory and practical study, including textbooks, student guides and resource materials, that are retained by the student as his/her personal property.

Administration Fee: A non-refundable fee that is charged for providing services to students.

Late Fee: An additional fee charged to students who fail to meet a payment deadline by the due date.

Enrolment Fee: A non-refundable fee payable for enrolling in the Institute and is in addition to tuition fees.

Term: A study period of 10 weeks excluding holidays.

Withdrawal from the Course: A student's deferral, suspension or cancellation/withdrawal of enrolment in a course offered by the Institute.

Institute: Institute in this document is referred to as UIA.

Institute Default: Institute default occurs when:

- a. either of the following occurs:
 - i. the provider fails to start to provide the course to the student at the location on the agreed starting day;
 - ii. the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
- b. the student has not withdrawn before the default day.

- c. If the course is not provided in full to the student because a sanction has been imposed on the Institute.

Student Default: A student default occurs when the Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:

- a. the course starts on the agreed start date, but the student does not attend the classes on that day (and has not previously withdrawn);
- b. the student withdraws from the course (either before or after the agreed start date);
- c. the student fails to pay an amount he or she is liable to pay to the Institute, directly or indirectly, in order to undertake the course;
- d. the student breaches a condition of his or her student visa; or
- e. student's misbehaviour.

5. Payment of Tuition Fees

- a. The initial tuition fee, enrolment fee and course material fee (if applicable) as stated in the offer letter must be paid in advance before the commencement of the course for confirmation of enrolment at the Institute.
- b. The Institute may require students to pay up to 50% of the student's total tuition fee for a course before the student begins the course unless the course duration is 25 weeks or less.
- c. The Institute will not require any remaining tuition fees earlier than 2 weeks before the start of the student's second study period.
- d. Students must pay full tuition for each term by their due date or as specified in the invoices unless any other payment plan/arrangement is agreed with the institute.
- e. Students who wish to apply for a payment plan/arrangement must do so in writing before the due date along with evidence and supporting documents (if applicable).
- f. Students who are paying their fee under a payment plan/arrangement are subject to a 5% surcharge on the tuition fee agreed to be paid under the payment plan/arrangement.
- g. A late fee of \$200 will be applicable to students who do not pay the tuition fee by their due date or as specified in the invoice.
- h. Students must pay all fees, including tuition fees, directly to the Institute only by electronic transfer, a bank draft or telegraphic transfer (or other approved payment options) in Australian dollars made payable to the Institute.
- i. If the student tuition fee is outstanding after the due date or any date mentioned in the invoice, a final notice and/or email will be issued within 2 weeks of the original invoice due date. To understand student's situation and facilitate them with payment plan option, student may be contacted through phone calls and SMS.
- j. If a student fails to make the payment of the outstanding fees even after a final notice and/or email is issued, their enrolment will be suspended. The suspension of enrolment will cause following restrictions to apply:
 - I. loss of access to the Institute's library services, learning management system, classroom, computer system including internet and other resources and services.
 - II. loss of access to enrolment records, results and academic certificates; and
 - III. inability to attend any classes where this may result in students having to repeat missed work and/units.

- k. If a student with a suspended enrolment makes no further payment or does not contact the institute concerning their debt, their enrolment may be cancelled. The student’s pending payment may be reported to debt collector.
- i. An additional fee is applicable when:
 - I. students have to undergo reassessment (reassessment fee); or
 - II. students have to repeat a subject (unit fee).
- l. Students who enrol in additional courses will be required to pay a separate tuition fee as specified for the course.
- m. The tuition fee charged to the student will remain the same provided the student remains enrolled in the same course. If the student transfers the course a tuition fee for the transferred course will apply.
- n. If the student’s visa status changes (e.g. becomes a temporary or permanent resident), the student will continue to pay the full international student fees for the duration of the enrolled course(s).
- o. The Institute reserves the right to engage any third party to recover any outstanding fees payable to the Institute. The cost to the Institute of engaging a third party to recover such outstanding fees will be charged to the student.

6. Withdrawal and Refund

All student’s refunds are conditional on the following:

a. Course Withdrawal

- a) Where written notice of withdrawal is received by the Institute before the start date of the course or term, the Institute will refund the fees, as per the tables below, less administration fees applicable.

i. Table: Course Withdrawal (VET COURSE)

Written notice of withdrawal received	Refund of fees (term withdrawing)	Refund of fees (future terms)	Refund of material fees
28 days or more before the course/term start date	80%	80%	100%
15 to 27 days before the course/term start date	70%	80%	100%
Within 14 days before the course/term start date, as well as from the day course/term started	No refund	80%	No refund

II. Table: Course Withdrawal (ELICOS)

Written notice of withdrawal received	Refund of fees paid for initial 12 weeks	Refund of fees paid for subsequent weeks
28 days or more before the course start date	80%	80%
15 to 27 days before the course start date	70%	80%
Within 14 days before the course start date	No refund	80%

- b) (*VET STUDENTS only*) Where the student defaults, including withdrawing from a course, after the course/term start date, there will be no refund of paid tuition fees.
- c) (*ELICOS only*) If a student withdraws after the course start date, the subsequent 12 weeks of study are not refundable. Further weeks are 80% refundable.
- d) Any debts to the Institute must be paid in full or the outstanding amounts will be deducted from the refund.
- e) Students are required to complete the Refund Application Form when applying for a refund. If the refund application is approved, refunds will be made available within 28 days (20 working days) of written notification and relevant forms duly signed by the student being received by the Institute.
- f) The Institute must have received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received).
- g) In the event where a student has not paid fees in advance for future term/s, they will incur the respective fee(s) reflected in the tables above (tables I and II), subject to their circumstances, to have their withdrawal satisfactorily processed. I.e. If their written notice of withdrawal has been received 28 days or more before the course/term start date, they will have to pay 20% of fees for the term withdrawing, less administration fees applicable.

b. Visa Refusal

- a) If a student visa application or visa renewal is refused by the Australian Government, a full refund of course fees, less administration fees, will be made. The administration fee is \$500 or 5% of the total paid course fees, whichever is lesser. The Institute will process the refund within 28 days (20 working days) from the day the student visa is refused by the Department of Home Affairs.
- b) If the student is an international student who is currently in Australia and has their student visa application refused by the Department of Home Affairs after the commencement of their studies, for not meeting visa requirements; the Institute will calculate and refund the unspent portion of tuition fees paid to date (that is, 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).
- c) The Institute must have received funds in order for any refunds to be made available (i.e. cheques are cleared, telegraphic transfers have been received).
- d) No refunds will be granted where:
 - I. an international student currently in Australia has their student visa cancelled by the Department of Home Affairs for a breach of visa conditions; or
 - II. the student was refused a student visa, and the refusal was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:

- i. the student's failure to start the course at the location on the agreed starting day;
- ii. the student's withdrawal from the course at that location;
- iii. the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location.

c. Institute Default

- a) In the unlikely event that the Institute is unable to start or deliver the course (known as Institute default), the student can choose to accept either:
 - i. a refund of course fees, which will be issued to the student within 14 days; or
 - ii. be placed in an alternative course with the Institute or another provider. If the student chooses this option, they must sign a new written agreement to indicate they have accepted the placement.
- b) If the student chooses to receive a refund of course fees, the Institute will calculate and refund the unspent portion of tuition fees paid to date (i.e. tuition the student has paid for, but which has not been delivered by the Institute). The refund will be paid within 14 days after cessation of the course; or (continue onto c))
- c) if the Institute is unable to provide a refund or place the student in an alternative course, the TPS will provide the student with options for suitable alternative courses (if any such courses are available), or if this is not possible, the student will be eligible for a refund as calculated by the TPS Director.

d. Special Circumstances

Where a student withdraws from the course and returns home because of exceptional and extenuating circumstances of a compassionate nature, such as a death or severe illness in the immediate family, 100% of all the unspent fees paid, less any administration fees, will be refunded.

7. Payment of Refunds

- a. Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the Refund Application Form.
- b. Refund to International banks are be made in the Australian currency where by student will receive refund amount equivalent to Australian Dollar exchange rate on the date of transfer.

8. Student's Rights to Appeal

- a. Any student who is refused a refund by the Institute may appeal within 14 days in writing to the Student Services Manager.
- b. The Institute's appeal process does not restrict the student's right to pursue other legal avenues.
- c. This agreement, and the availability of complaints and appeal processes, does not remove the right of the student to take action under Australia's consumer protection laws.