

## POLICY AND PROCEDURE

Refund		
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Approval and Endorsement	Principal Executive Officer <a href="mailto:khalid.h@aiit.vic.edu.au">khalid.h@aiit.vic.edu.au</a>	
Refer to the following Legislative Frameworks		
Standards for Registered Training Organisations 2015	Clause 3.5, Clause 4.1, Clause 5.1 to 5.3 and Clause 7.3 (Schedule 6)	
National Code of Practice for Providers of Education and Training to Overseas Students 2018	National Code of Practice for Providers of Education and Training to Overseas Students 2018	
Other	Australian Consumer Law (ACL) Privacy Act 1988 Education Services for Overseas Students (TPS Levies) (Risk Rated Premium and Special Tuition Protection Components) Instrument 2018 Tuition Protection Service (TPS) Charter	
Related Documents (Internal)		
Australian International Institute of Technology Orientation Presentation and Materials Australian International Institute of Technology Pre-Enrolment Fact Sheets Australian International Institute of Technology Prospectus Australian International Institute of Technology Student Handbook Australian International Institute of Technology Student Written Agreement Form: Application Form: Special Consideration (Financial Hardship) Form: Complaints and Appeals Lodgement Form: Letter of Offer Policy and Procedure: Complaints and Appeals Policy and Procedure: Credit Transfer Exemptions Policy and Procedure: Deferral, Suspension, Withdrawal or Cancellation of Enrolment Policy and Procedure: Education Agents Policy and Procedure: Marketing Information and Practices Policy and Procedure: Overseas Student Transfers Policy and Procedure: Privacy Policy and Procedure: Recognition of Prior Learning Policy and Procedure: Tuition Fees and Charges Register (Tuition Fees and Charges)		
Related Documents (External)		
Tuition Protection Service (TPS) Charter		

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## 1. Purpose

Australian International Institute of Technology is committed to ensuring fair and reasonable refund practices. This Policy and Procedure observes the principles outlined in the Education Services for Overseas Students (ESOS) framework and applies to all prospective, current, and re-enrolling students.

## 2. Scope

This policy must be observed by all Australian International Institute of Technology potential and current students as a condition of their enrolment, CoE and student written agreement.

## 3. Definitions

**Provider** - Australian International Institute of Technology is the provider in the context of this policy and procedure

**Student** - a student enrolled at Australian International Institute of Technology who is an onshore international student or an offshore international student

**International Student** - a student granted a visa to study with Australian International Institute of Technology.

**Onshore International Student** - a student granted a visa to study in Australia who is already residing in Australia at the time of enrolment at Australian International Institute of Technology.

**Package of Courses** - means all courses in a sequence of one or more courses specified in the “**Letter of Offer**” from Australian International Institute of Technology, which are specified in the Agreement, signed by the student, and for which CoE(s) have been issued.

**DHA** - Department of Home Affairs

**Tuition fees** - Tuition fees are defined in Section 7 of the ESOS Act, as fees received by Australian International Institute of Technology (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course that Australian International Institute of Technology is providing, or offering to provide, to the student”. Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- Tutorials and tutoring sessions
- Specialist materials that are mandatory and relate to the provision of the course.

**Non-tuition fees** - Non-tuition fees cover other items not related to your tuition and may be compulsory or discretionary.

**Unused-tuition fees** - Unused tuition fees that a student has pre-paid for educational services that Australian International Institute of Technology has yet to provide to the student.

**Refund** - An amount of fees paid by the student to the provider, which is returned to the student under specific circumstances defined in this policy. Under the ESOS Act (2012 Amendment), a refund may only be paid to the student (unless another person is specified in the Student Agreement as being able to receive the refund on behalf of the student). No refund will be actioned by Australian International Institute of Technology where a student is in default of this Agreement.

**Provider Default** - when Australian International Institute of Technology is in breach of the contract with a student where Australian International Institute of Technology is required to deliver educational services as detailed in the contract for a fee paid in advance by the student. *The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection A, 46A* – defines provider default as follows:

A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- either of the following occurs:
- the provider fails to start to provide the course to the student at the location on the agreed starting day
- the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
- the student has not withdrawn before the default day
- the course is not provided in full to the student because a sanction has been imposed on AIIT or any other reason

**Student Default** - The *ESOS Legislation Amendment (TPS) Act (2012) - Division 2, Subsection B, 47A* – defines student default as follows. An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
  - the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course
  - the student breached a condition of his or her student visa
  - misbehaviour by the student

**Census Date** - The last day for late enrolment. Census date is the Friday in week two (2) of the term.

#### 4. General Guidelines

Australian International Institute of Technology observes the following basic guidelines:

- All Refunds applications after course commencement are only in relation to **Tuition Fees only**, the Application Enrolment Fee and Material Fees are **non-refundable**.
- Australian International Institute of Technology is not able to provide any refunds for fees paid to third parties such as Health insurance or fees paid directly to an Education Agent. Australian International Institute of Technology does not accept payment via Education Agents, payments must be made directly to Australian International Institute of Technology only.
- Where the student breaches Australian International Institute of Technology policies and procedures no refund is payable.
- Students do not apply for a refund where they have defaulted on payment of Tuition and material fees.
- Payment of a refund application cancels a student's enrolment.
- All refunds must be approved by Australian International Institute of Technology Chief Executive Officer only.

#### 5. Cooling Off Period

- The *Australian Consumer Law (ACL)* gives consumers who enter into an unsolicited contract, the right to cancel the contract within a cooling off period.
- The purpose of a **cooling off period** is to protect a student from being bound by an unsolicited contract that does not fit their needs, by giving them time to reassess and cancel the contract if necessary.
- The cooling off period for individuals is **ten (10) working days**. This period starts the day after the *Student Written Agreement* is signed.
- The student can cancel Student Written Agreement during the **ten (10) working days** by mailing a written cancellation request to Australian International Institute of Technology.

## 6. How to Apply for A Refund

1. Refund applications must be made in writing on the Refund or Transfer of Fees Request Form and submitted to [refund@aiit.vic.edu.au](mailto:refund@aiit.vic.edu.au).
2. Any pre-payments that students make to Australian International Institute of Technology for Educational services that Australian International Institute of Technology will provide to them may be offset against any debts that they owe to Australian International Institute of Technology for the provision of educational services. In addition, where Australian International Institute of Technology has offset any pre-payments against debts that a student owes to Australian International Institute of Technology these amounts will not be included in the refund calculations if they apply for a refund of these moneys.
3. Where Australian International Institute of Technology has not offset prepayments of unused tuition fees against debts at time of enrolment, it will do so at the time of calculating any requests for refunds.
4. Australian International Institute of Technology's Student Services Administration Department will forward the completed form and attached evidence to Australian International Institute of Technology's Finance Department, who will complete the remainder of the *Refund or Transfer of Fees Request Form*.
5. Once completed by Australian International Institute of Technology's Finance Department, the form will be forwarded to Australian International Institute of Technology's Chief Executive Officer (CEO). All refund payments must be approved by Australian International Institute of Technology's Chief Executive Officer (CEO).
6. The funds covering the tuition fees must be cleared (cheques cleared, electronic funds transfer received) before any refunds are processed.
7. The student will be notified via post of the outcome of the refund application within **twenty (20) working days** from the application date.
8. The refund will be processed within **twenty (20) working days** and a record of the refund will be kept on the student's individual file.
9. This procedure, and the availability of complaints and appeals processes, does not remove the right of the student to act under Australia's Consumer Protection laws.  
<https://consumerlaw.gov.au/australian-consumer-law/legislation>
10. The student will not be entitled to any refunds for administration fees they have paid for changes to their course enrolments.
11. The student will not be refunded for any fee's charges administered by financial institutions arising from international money transfers or transfers which involve different currencies.
12. All Refunds will be paid to the person who enters into the written agreement with Australian International Institute of Technology (the student) unless they provide written direction to Australian International Institute of Technology to pay the refund to another entity.

## 6. Refund Conditions

Refund Conditions	Refund Applicable
1. If an intending overseas student is not granted a student visa from Australian High Commission/ Australian Embassy/Department of Home Affairs for any reason, (Documentary evidence of the visa refusal is required)	<p>A refund of tuition fees received by Australian International Institute of Technology will be issued to the student based on the following calculations as per Section 9 of the <i>Education Services for Overseas Students (Calculation of Refund) Specification 2014</i>:</p> <p>The refund will be all course fees paid in advance by the student for each course minus an administration and processing charge of the lesser of:</p> <p>5% of the amount of course fees received by Australian International Institute of Technology before the default day, or \$500</p> <p>(*Course fees = tuition fees + non-tuition fees received by Australian International Institute of Technology in respect of the student)</p>
2. If Australian International Institute of Technology receives a written notice of withdrawal <b>28 days</b> or more before the first term census date.	<p>The refund will be 50% of the tuition fee paid in advance by the student for each course.</p> <p>Application fee and material fee are non-refundable</p>
3. If Australian International Institute of Technology receives a written notice of withdrawal less than <b>28 days</b> before the first term census date.	<p>There will be <b>no</b> refund of any course fees paid in advance for each course.</p>
4. If written notice is within <b>14 days</b> of signing the Student Written Agreement (cooling off period).	<p>The refund will be 75% of the tuition fee paid in advance by the student for each course.</p> <p>Application fee and material fee are non-refundable</p>
5. If a student's visa is cancelled due to their breach of international student visa conditions or Australian International Institute of Technology Policies and Procedures or Student Misbehavior after the commencement of the course.	<p>Maintaining the conditions of the visa and following Australian International Institute of Technology's policies and procedures is the student's responsibility.</p> <p>There will be no refund of any fees paid in advance for each course.</p>
6. Prior to enrolment any Recognition of Prior Learning (RPL) will be discussed and granted after the student provides sufficient evidence. If an international student wishes to proceed with RPL following the initial discussion they will be required to make a cost recovery payment to Australian International Institute of Technology irrespective of whether RPL is granted or not granted.	<p>Where Recognition of Prior Learning (RPL) is granted this will require a shortening of the duration of a specific course and as a result a pro-rata fee will be worked out for the specific course and offered to the student. Once the student accepts the offer, there will be no further reduction of the fee and all refund conditions apply to each course.</p>

<p>7. If a student's visa expires whilst studying a course and they are not able to complete this course because their application for an extension of visa is not granted by the Department of Home Affairs</p>	<p>A refund of the tuition fees received by Australian International Institute of Technology will be issued to the student based on the following calculations as per Section 9 of the <i>Education Services for Overseas Students (Calculation of Refund) Specification 2014</i>:</p> <p>The refund will be all unused course fees paid in advance by the student for each course minus an administration and processing charge of the lesser of:</p> <p>5% of the amount of course fees received by Australian International Institute of Technology before the default day, or \$500</p> <p>(*Course fees = tuition fees + non-tuition fees received by Australian International Institute of Technology in respect of the student)</p>
<p>8. If a student is not able to complete course because their application for a change of visa type whilst studying a course is approved by the Department of Home Affairs</p>	<p>No refund is applicable.</p>
<p>9. If a student is granted a deferment of studies for the first course.</p>	<p>Australian International Institute of Technology will hold all fees paid in advance in trust for the period of the deferment. Refund will be calculated based on the deferred first term census date.</p>
<p>10. If a student is granted a temporary suspension of studies after the student has commenced the course.</p>	<p>Australian International Institute of Technology will hold all fees paid in advance in trust for the period of the suspension/deferment. If the student withdraws or does not commence on the agreed date without the approval of Australian International Institute of Technology, the student is deemed to be at default and their enrolment will be cancelled.</p> <p>There will be <b>no refund</b> of any fees paid in advance for each course.</p>
<p>11. In case of Provider default; under the following circumstances:</p> <ul style="list-style-type: none"> <li>• The course does not begin on the agreed commencement date; or,</li> <li>• The course ceases to be provided at any time after it commences but before it is completed; or,</li> <li>• The course is not provided in full to the student because a sanction has been imposed on AIIT or any other reason</li> </ul>	<p>Full refund of unused tuition fees paid in advance.</p> <p>A refund of 'unused tuition fees' received by Australian International Institute of Technology will be <i>issued to the student based on the calculations as per Section 10 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014</i>.</p>

## 12. Extenuating or Compelling circumstances

Students may have compelling circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary.

Where evidence can be successfully provided to support the student's circumstances, course fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued.

This decision of assessing the extenuating or compelling circumstances is the ultimate decision of the Chief Executive Officer and shall be assessed on a case by case situation.

## 7. Protecting Fees Being Paid in Advance and the Tuition Protection Service (TPS)

7.1 Australian International Institute of Technology acknowledges that it has a responsibility to protect the fees paid by students in advance of their training and assessment services being delivered.

- Australian International Institute of Technology will accept payment of **no more than \$1,500** from current or prospective students prior to the commencement of the course.
- Once the course commences, Australian International Institute of Technology will require payment of additional fees in scheduled payments as per the Payment plan from the student but only such that, at any given time, the total amount required **to be paid does not exceed \$1,500**.
- Australian International Institute of Technology pays the *Tuition Protection Service (TPS) Levy*. Australian International Institute of Technology will inform students about the how to access the *Tuition Protection Service (TPS)* via Australian International Institute of Technology's website. This information will also be provided to students prior to enrolment, via the *Letter of Offer* and the *Student Written Agreement*.
- In the case where Australian International Institute of Technology is not able to deliver the course to the students, the *Tuition Protection Service (TPS)* ensures that international students are able to either:
  - complete their studies in another course or with another education provider or
  - receive a refund of their unspent course fees.

7.2 What documents will assist the Tuition Protection Service (TPS) in determining a refund of pre-paid tuition fees?

To assist Tuition Protection Service (TPS) in calculating the refund of tuition fees for the part of the course for which the student has paid but which has not been delivered or assessed in the event of Australian International Institute of Technology's closing, Australian International Institute of Technology's will advise students that they should keep the following documents and make them available when required:

- The student Agreement with Australian International Institute of Technology
- Original receipts for tuition fees pre-paid to Australian International Institute of Technology.
- Bank statements; and
- Other relevant correspondence which identifies the amount of prepaid fees paid (e.g. an email or SMS between Australian International Institute of Technology and the student).

For more information please refer to <https://tps.gov.au/Home>

7.3 What should a student do if Australian International Institute of Technology has not refunded the unused portion of their prepaid tuition fees where the student has withdrawn from their course?

In the first instance the student will be required to check their written Agreement to ensure that they are eligible for a refund. If they do not have a copy, they will be required to contact Australian International Institute of Technology or their agent and ask for a copy.

After reading their Agreement, if they still believe that they are entitled to a refund, they should contact Australian International Institute of Technology in writing seeking a refund. If a student is not satisfied with the outcome of the Australian International Institute of Technology's refund decision, they can contact TPS. In this case they will be required to provide the TPS with documents (such as the outcome letter of Australian International Institute of Technology's refund decision) to support their claim for a refund.

#### 7.4 Education Services for Overseas Students (Calculation of Refund) Specification 2014

- **Unused tuition fees** for the purposes of calculating a refund. Unused tuition fees = Weekly Tuition fee x Weeks in default period, rounded up to the nearest whole dollar
- **Weekly tuition fees-** For the purposes of calculating a refund. Weekly tuition fees = (Total tuition fee for the course / number of calendar days in the course) x 7, rounded up to the nearest whole dollar
- **Weeks in Default period -** For the purposes of calculating a refund. Weeks in default period = (number of calendar days since default day) / 7 Where number of weeks if not a whole number it will be rounded up

### 8. Complaints and Appeals

If a student has a complaint or an appeal regarding the Refund process, the Australian International Institute of Technology *Complaints and Appeals policy and procedure* will be followed. For more information refer to <https://aiit.vic.edu.au/pol-pro>.

The information about the *Complaints and Appeals policy and procedure* is further provided in the *Student Written Agreement*, the *Student Handbook*, and the *Student Orientation* presentation and materials.

### 9. Responsibility

The Student Service Manager is responsible for the effective implementation and management of this policy as well as provision of information on how to resolve complaints of breaches of this policy.

Any complaints or breaches in relation to this policy should be reported to the Chief Executive Officer in person or by email to [ceo@aiit.vic.edu.au](mailto:ceo@aiit.vic.edu.au).

## 10. References

Source	Document Title	Version - Date
External	Australian Competition and Consumer Commission (ACCC) <a href="https://www.accc.gov.au/consumers/contracts-agreements/entering-into-a-contract">https://www.accc.gov.au/consumers/contracts-agreements/entering-into-a-contract</a>	(Accessed 09/08/2020)
	Australian Consumer Law (ACL) <a href="https://consumerlaw.gov.au/australian-consumer-law/legislation">https://consumerlaw.gov.au/australian-consumer-law/legislation</a>	(Accessed 09/08/2020)
	Commonwealth Ombudsman <a href="https://www.ombudsman.gov.au/">https://www.ombudsman.gov.au/</a>	(Accessed 09/08/2020)
	Education Services for Overseas Students Act 2000 <a href="https://www.legislation.gov.au/Details/C2017C00263">https://www.legislation.gov.au/Details/C2017C00263</a>	2000
	Education Services for Overseas Students (ESOS) Regulations 2019 <a href="https://www.legislation.gov.au/Details/F2016C00681">https://www.legislation.gov.au/Details/F2016C00681</a>	2019
	the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018)	2018
	National Privacy Principles (NPP) <a href="https://www.oaic.gov.au/privacy/australian-privacy-principles/read-the-australian-privacy-principles/">https://www.oaic.gov.au/privacy/australian-privacy-principles/read-the-australian-privacy-principles/</a>	PDF
	NCVER Glossary of VET <a href="https://www.voced.edu.au/vet-knowledge-bank-glossary-vet-terms">https://www.voced.edu.au/vet-knowledge-bank-glossary-vet-terms</a>	(Accessed 09/08/2020)
	Privacy Act 1988 <a href="https://www.legislation.gov.au/Details/C2014C00076">https://www.legislation.gov.au/Details/C2014C00076</a>	1988
	Standards or Registered Training Organisations 2015	2015
	Tuition Protection Service (TPS) <a href="https://tps.gov.au/Home">https://tps.gov.au/Home</a>	(Accessed 09/08/2020)

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