Refunds

POLICY

IIPD will provide a full refund to a student in the case of default by IIPD. IIPD will provide a full or partial refund to a student in the case of default by the student.

PROCEDURES

Definitions

Agreed starting day

This means the day of scheduled course commencement, or a later day agreed between IIPD and the student as the commencement day in the enrolment offer or the Student’s confirmation of enrolment (“CoE”).

Default by IIPD

This refers to those instances where:

- the course does not start on the agreed starting day, or
- the course ceases to be provided at any time after it starts but before it is completed, or
- the course is not provided in full to the student because a sanction has been imposed on IIPD under the Education Services for Overseas Students Act 2000
- and the student has not withdrawn before the day of default.

Default by the student

This refers to those instances where:

- the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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 (either before or after the agreed starting day); or
- IIPD refuses to provide, or continue providing, the course to the student because of one or more of the following events:
- the Student failed to pay an amount he or she was liable to pay IIPD, directly or indirectly (including any course money collected by education agents on behalf of IIPD, in order to undertake the course);
- the student breached a condition of his or her Student visa;
- Misbehaviour by the Student.

Default day

This means the following:

- the day on which the course does not start or the day a student does not start the course (and has not previously withdrawn); or
- the day on which the course ceased to be provided; or
- the day on which the student withdraws from the course; or
- the day on which IIPD refuses to provide, or continue providing, the course to the student due to the Student’s failure to pay IIPD an amount he or she was liable to pay, the student breached a condition of his or her student visa and/or misbehaviour by the Student.

Applying for a refund

All applications for a refund must be made using IIPD’s refund application form. This is available from the reception desk or from the Student Services Manager.

Payment of refunds

All refunds will be paid to the person with whom IIPD has a contract unless written authority is received by IIPD to pay another party. The postal address for refund applications is provided in the Pre-enrolment information for Intending overseas students booklet and the student handbook.

All approved refunds are made payable to and sent to the student or his/her agent (if written authority has been obtained to do so), in the country of origin as applicable in Australian dollars.

Refund of fees other than tuition fees

Enrolment fees are non-refundable under any circumstances.

Materials fees and OHSC fees are refundable in the event of a student not commencing provided 14 day’s notice is provided prior to the agreed starting day. Materials fees are not refundable if a student withdraws from a course, or if a student’s enrolment is cancelled. There is no refund available for substitution of materials.

Refunds of tuition Fees

IIPD will refund tuition fees as follows

- if the student is refused a visa, IIPD will provide a full refund
- If enrolment is cancelled more than 10 weeks prior to the agreed starting day, 20% of the Tuition Fee shall be retained by IIPD
- If enrolment is cancelled between four to ten weeks prior to the agreed starting day, 30% of the Tuition Fee shall be retained by IIPD
- If enrolment is cancelled less than 4 weeks prior to the agreed starting day, there will be no refund
• If enrolment is cancelled after the agreed starting day (including but not limited to cancellation of visa or cancellation of CoE for failure to comply with the IIPD Student Code of Conduct or to meet satisfactory course progress requirements), there will be no refund.

The refunds above will be made within 28 days weeks of the date of receipt by IIPD of the Student’s written notice advising of cancellation of enrolment. Any commission paid to an agent in relation to the student’s recruitment shall be deducted from the above refund.

Conditions

• The date for cancellation of enrolment is the date that IIPD receives the student’s written application for cancellation of enrolment.
• Where a student’s visa is refused the student must provide IIPD with certified evidence that the application for a student visa has been refused.
• Where a student has enrolled in more than one course with IIPD, then the agreed starting day is the commencement date of the first course in which the student is enrolled.
• In the event that a student has not paid his or her applicable tuition fee the amount IIPD may retain shall be a debt that is due and payable by the student together with any expenses, costs or disbursements incurred by IIPD in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.

Default by IIPD

Where IIPD is in default then IIPD shall refund the total of the tuition fees received in respect of the student (including any course money collected by education agents on behalf of the registered provider) prior to the default day. IIPD will make payment of the refund within 14 days after the default day as provided by the Education Services for Overseas Students Act 2000 and Education Services for Overseas Students Regulations 2001.

What happens in the event of a course not being delivered?

The following plain English statement is provided to all applicants for enrolment:

“In the unlikely event that IIPD is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by IIPD at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If IIPD is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) ACPET OSTAS will place you in a suitable alternative course at no extra cost to you. Finally, if ACPET OSTAS cannot place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.”

Consumer protection laws

The agreement of the student to the conditions stated in the offer acceptance 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.
Other legal remedies

These Terms and Conditions do not circumscribe the Student's right to pursue any other legal remedies.

The above information about the IIPD refund policy is provided in the IIPD document “Pre-enrolment Information for Intending Overseas Students”.

This refund policy is clearly shown on the offer acceptance agreement signed by the student.