

## Refunds

Policy Version Details			
Version Identifier	Last Updated	Author	Approved By
v24.3 April 2015	23 April 2015	RTO Manager	CEO

Please refer to the Policy Development and Review policy for details of the process for managing policy version details.

### Statutory and regulatory compliance

- Standards for RTOs 2015
  - Clause 5.3
- National Code Standard 3.2

### Related Policies

- Offer Enrolment and Acceptance Agreement
- Learner Support and Welfare Services
- Fees and Charges
- Applications, Offers and Enrolments
- Education Agents
- Transfers between Registered Providers
- Monitoring Course Progress
- Student Handbook
- Deferment, Suspension or Cancellation of Enrolment
- Critical Incidents
- Plagiarism, Collusion and Cheating
- Governance and Probity

### Related Documents

- IIPD Refund request form

### 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 (in the case of an overseas student) the 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 NVR Act 2011 and/or 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- and the student has not withdrawn before the day of default.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course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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 or other parties on behalf of IIPD, in order to undertake the course);
  - in the case of an overseas student, the student breached a condition of his or her student visa, or
  - misbehaviour by the student, as defined by IIPD's published rules.

#### **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 (if the student is an overseas student) 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, the Pre-enrolment information for domestic sStudents 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**

Application Fees are non-refundable under any circumstances.

Materials fees and OHSC fees are refundable in the event of a student not commencing provided 14 days 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.

### **Overseas students**

OHSC fees are refundable in the event of a student not commencing provided 14 days 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

- in the case of an overseas student, 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, in the case of overseas students, 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.
- In the case of an overseas student 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 unused portion of prepaid tuition fees received in respect of the student (including any course money collected by education agents or other parties 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.

### **Overseas students**

The following plain English statement is provided to all applicants for enrolment as overseas students:  
"In the unlikely event that IIPD is unable to deliver your course in full, you will be offered a refund of all the unused prepaid tuition fees that 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 tuition 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, the Tuition Protection Service will provide you with assistance in finding an alternative suitable course at another education provider.

In the event a student cannot find an alternative course placement option, the student will be eligible to request a refund of unexpended pre-paid tuition fees from the TPS, and will be required to comply with any relevant immigration requirements.”

#### **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.