## Policy: Refund Policy

<table>
<thead>
<tr>
<th>Policy Number:</th>
<th>To be defined</th>
<th>Version:</th>
<th>4.4</th>
</tr>
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<tbody>
<tr>
<td>Date Adopted:</td>
<td>19 March 2012</td>
<td>Date Last Reviewed:</td>
<td>26 June 2013</td>
</tr>
<tr>
<td>Date of Next Review:</td>
<td>26 June 2014</td>
<td>Review Frequency:</td>
<td>One year</td>
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<tr>
<td>Authorized By:</td>
<td>Chief Executive Officer</td>
<td>Reviewed By:</td>
<td>Academic Director</td>
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<tr>
<td>Responsible for Review:</td>
<td>Compliance Manager; Academic Director; Director International</td>
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<tr>
<td>Review Process:</td>
<td>Compliance Manager; Academic Director; Director International</td>
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<tr>
<td>Document Management:</td>
<td>U:/Policies and Procedures</td>
<td></td>
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<tr>
<td>Communication</td>
<td>All relevant staff will be automatically notified by email when the reviewed policy has been authorized</td>
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### Policy Context: This policy relates to:

<table>
<thead>
<tr>
<th>HE Standards Framework 2011</th>
<th>6.2</th>
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<tbody>
<tr>
<td>ESOS</td>
<td>National Code: 2.1, 3.1, 3.2, 13.2, 13.3</td>
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<td></td>
<td>ESOS Act Part 3</td>
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<tr>
<td>NVR Standards 2012</td>
<td>22.2</td>
</tr>
<tr>
<td>Legislation or Other Requirements</td>
<td>Tertiary Education Quality and Standards Agency Act 2011</td>
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<tr>
<td></td>
<td>The Education Services for Overseas Students (ESOS) Act 2000</td>
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<tr>
<td></td>
<td>National Vocational Education and Training Regulator Act 2011</td>
</tr>
<tr>
<td>Other Policies</td>
<td>Deferral and Withdrawal Policy</td>
</tr>
<tr>
<td></td>
<td>Enrolment Policy</td>
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<tr>
<td></td>
<td>Student Misconduct Policy</td>
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<td></td>
<td>Academic Misconduct Policy</td>
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<tr>
<td>Forms and Other Documents</td>
<td>Refund Fee Schedule</td>
</tr>
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<td></td>
<td>Refund Request Form</td>
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</table>
## Policy Information:

### Policy

IIBT is committed to ensuring all students have ready access to information about refunds, refunding tuition fees in accordance with current legislation and standards and reviewing refund requests based on compassionate and compelling grounds.

Specifically we will ensure that all information contained in marketing and advertising that relates to course fees are accurate and relevant to current fee policy, and that students are provided with 30 days notice prior to any course fee changes.

### Scope

This policy applies to all students enrolled at IIBT.

### Procedures

IIBT will achieve this policy by:

- Providing the enrolled or enrolling student with information relating to and access to the course fee refunds procedures.

- On receiving a Refund Request Form from a student, the Student Services Officer will advise IIBT management of the pending application.

### Conditions:

1. All refund requests will be made in writing on the designated Refund Request Form.
2. All refunds will be paid within four weeks of receiving the Refund Request Form. Provisions for refunds are detailed in the Refund Fee Schedule.
3. Students are responsible to clear any overdue fees prior to a refund being processed.
4. Accommodation and airport pick up fees are non-refundable.
5. Refunds will be paid in $AUD by direct deposit to the designated bank account of the person entered into the contract with IIBT.
6. Under no circumstances will course money be refunded to a third party.

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party. Non-self-supporting students must obtain their parents’ or legal guardian’s permission for a refund.

7. Officially-sponsored students cannot request a refund of any tuition credit fees as only the recorded sponsor can receive them.

8. Census date for refunds due to withdrawal or deferment is 21 days from the commencement date of the trimester. Refunds outside of this timeframe will only be considered if the request is based on compassionate or compelling grounds.

9. Requests for refunds in excess of AUD$3,000 must be approved by IIBT’s Academic Director.

10. IIBT will refund monies in credit over $20 following graduation. Refunds in excess of AUD$50 will be sent to overseas addresses.

11. IIBT accepts no liability for any currency exchange movement between the date the fees were received and the date the refund is paid or any bank charges relating to the refund.

12. In the event that the information provided in the refund application is not complete and further information/verification is required, the processing timeline will resume effective from the date when the completed information has been submitted.

13. A student whose withdrawal or enrolment cancellation is due to exceptional compassionate or compelling circumstances must state reasons for the withdrawal in the Refund Request Form and include any documentary evidence (e.g. medical certificates). Cancellation charges may be waived.

14. Where students defer their course due to compassionate and compelling circumstances, IIBT will credit any fees paid to the relevant semester without penalty.

15. Commencing students who fail to meet a condition of their offer relating to English or academic competency preventing them from enrolling in their proposed course will be eligible for a refund of Tuition Fees less an administration charge, provided the institution was notified before the beginning of the semester begun. Evidence of failure to meet the condition must also be shown prior to semester commencement, as shown in the Letter of Offer.

16. The full refund policy will apply in cases where a student cannot provide sufficient evidence that entry requirements are not met.

17. In the case of a visa refusal, IIBT will process and refund the written application for course money refund within four weeks of IIBT receiving the student’s written advice of visa refusal. Application
IIBT Defaults

18. IIBT default refund provisions apply to an overseas student or an intending overseas student in relation to a course if:
   a. the course does not start on the agreed starting day; or
   b. the course ceases to be provided at any time after it starts but before it is completed; or
   c. the course is not provided in full to the student because a sanction has been imposed on IIBT;

and the student has not withdrawn before the default day.

19. In the unlikely event that the Institute defaults, the student will be offered a refund of all the course money paid to date within two weeks of the default day. Should there be any unspent Pre-Paid Fees held in the IIBT Prepaid Student Fee Account, IIBT will pay the refund out of this Account.

20. Alternately, the student may be offered enrolment in a suitable alternative course by the Institution at no extra cost.
   a. The student has the right to choose whether he/she would prefer a full refund of course fees, or to accept a place in another course.
   b. If the student chooses placement in another course, he/she will be asked to sign a document to indicate that he/she accepts the placement. The student’s written acceptance of the alternative course offer will relieve IIBT’s liability to provide a refund to the student.

21. Should the above arrangement not be suitable to the student IIBT will notify the Tuition Protection Service (TPS) Director who will facilitate access for the student to course placement.

Student Defaults

22. The student default refund provisions apply to an overseas student or an intending overseas student in relation to a course if:
   a) The course starts on the agreed starting day, but the student does not start on that day (and has not previously withdrawn); or
   b) The student withdraws from the course (either before or after
the agreed starting day); or

c) IIBT refuses to provide, or continue providing the course to the student because of one or more of the following events:

i. The student failed to pay an amount he or she was liable to pay IIBT directly or indirectly, in order to undertake the course;

ii. The student breached a condition of his or her student visa;

iii. Misbehaviour by the student

Appeals

23. Students who dispute the refund procedures will be provided with access to the IIBT internal / external appeals procedure.

24. IIBT’s refund policy and the availability of complaints and appeals processes do not remove the right of the student to take action under Australia’s consumer protection laws.

END OF DOCUMENT