



Refund Policy and Procedure

Purpose

Australian Ideal College (AIC) understands the importance of fair and transparent processes with regard to students' enrolment and financial matters.

This **Refund Policy and Procedure** defines the principles and procedures to be followed when a student applies for a course withdrawal, deferral, leave of absence, or fee refund.

Scope

This policy applies to all students and intending students at AIC, including domestic and international students.

Principles

The principles and procedures outlined in this document are designed to be aligned with national legislation and regulatory requirements, including *the the Education Services for Overseas Students Regulations 2001 ("ESOS Act and Regulations")*, and *the National Code of Practice for Registered Authorities and Providers of Education and Training to Overseas Students 2018*.

AIC must conduct all enrolment administration and fee refund activities in a fair and transparent manner, ensuring that all students are treated equally.

AIC must ensure that all students are aware of their options, rights, and obligations through all enrolment and refund processes.

Policy

The table below shows the grounds for refund of fees

1. All tuition fees and charges must be paid in full prior to course commencement if your course is less than 24 weeks, unless a payment plan is arranged with the College. 50% of the tuition fees and all charges must be paid prior to course commencement if your course duration is more than 24 weeks. Your tuition fees are safeguarded by the Tuition Protection Service (TPS).
2. You must complete a refund application form and submit it to the College with any supporting documents. Refunds will be processed within 28 days of receipt and will include a Refund Calculation Form explaining how the refund is calculated.

2.1 Grounds for Refund of Tuition Fee:

2.1.1	Enrolment/application fee, CoE revision charge, material fee, fees charged for administration services ((e.g. late payment penalty fee, re-print transcripts or certificate, etc.), accommodation placement fee, guardian placement fee, airport transfer fee, and any non-refundable fees and charges.	Non-Refundable
2.1.2	Withdrawal for visa refusal in writing and received by AIC before course commencement date if the refusal is not due to your actions, such as forged or fraudulent documents, or failure to provide the documents required by DHA	100% refund of UNUSED paid tuition fee
2.1.3	Withdrawal for visa refusal in writing and received by AIC after course commencement date if the refusal is not due to your actions, such as forged or fraudulent document, or failure to provide the documents required by DHA	100% refund of the UNUSED paid tuition fee
2.1.4	Withdrawal for visa refusal if the refusal is due to your actions, such as forged or fraudulent documents, or failure to provide the documents required by DHA	No refund of any paid fee



2.1.5	Termination of enrolment/study for failure to comply with AIC's policies and procedures, Department of Home Affairs visa requirements or breaching a condition of the student visa, failing to comply with Australian Border Force or violating the <i>Biosecurity Act 2015</i> resulting in the cancellation of the student visa	No refund of any paid fee
2.1.6	Withdrawal notified in writing and received by AIC 28 days or more prior to course commencement date	50% refund of the paid tuition fee
2.1.7	Withdrawal notified in writing and received by AIC less than 28 days prior to course commencement date	30% refund of the tuition fee paid
2.1.8	Withdrawal notified in writing and received by AIC on or after the original course commencement date	No refund of any paid fee
2.1.9	If any submitted application or enrolment document is forged or otherwise fraudulent	No refund of any paid fee
2.1.10	a) in the case of visa refusal before student commences course, refunds will attract the lesser of an administration fee of \$500 or 5% of the amount of tuition fee paid; b) in all other cases rather than 2.1.10 a), all refunds will attract an administration fee of \$500	

3. In the unlikely event that AIC is unable to deliver a course, AIC will either offer you an alternative place which is acceptable to you, or if you are not satisfied with the replacement, you will receive a refund of the unexpended tuition fees which you have paid to AIC. To be specific, it means that the refund is only eligible for the unused pre-paid tuition fee. You cannot get refund for any fee you have used, or you have not paid. The refund will be paid to you within 14 days of the day on which the course ceased being provided. The Director of the Tuition Protection Service (TPS) will facilitate access to alternative course placement. The TPS normally uses an online placement service to give you all the information you need so you can understand your options and choose an alternative course that best suits you.
4. Fees not listed on 2.1 will not be refunded. Prior to enrolling, fees may be altered without notice. It is your responsibility to obtain the most up-to-date fees. Once you have completed enrolment, fees will not be subject to change for the normal duration of the course. If you extend a course length, then any fee increases will be required to be paid for the extended component of the course. If a course length is extended due to the updates of training package required by the government, then you are required to pay any fee increases for the extended component of the course.
5. If you are over 18 years old, the refund will be paid directly to you or in accordance with your written directions.
6. If you are under 18 years old, the refund may be paid to you but only with the authority or consent of your parent or legal guardian.
7. You agree that the College may change the Refund Policy at any time and the latest policy applied to determine whether you are entitled for a refund will be the policy on our website www.aic.edu.au.
8. You understand and agree that the College reserves the right to vary its intakes, fees and timetables without further notice.
9. This agreement and the availability of complaints and appeals processes, do not remove your right to take action under Australia's consumer protection laws.



Procedure

Step 1

You must first of all complete the *Course Variation Form* to withdraw the course you are enrolled and then complete the *Refund Request Form*. Both forms are available from the website www.aic.edu.au or the Student Services Officer at the reception or any staff at the College. If you are under the age of 18 years your legal guardian will need to complete and sign the form.

Step 2

You should attach all relevant documents supporting the reason for your withdrawal and refund when you submit the forms.

Step 3

You can hand in the completed form and supporting documents to Student Services Officer at the reception or email to: info@aic.edu.au

Note: Please make sure that your student number and current contact details (residential address, email, mobile phone number) are correctly filled in the form. Please sign and date the form before submission. Your request will NOT be processed if it is not signed and dated. Also incomplete form or insufficient information may delay the processing of withdrawal and the payment of refunds.

Step 4

Student Services Officer will forward the application to the Accounts Manager, who will start processing the application by coordinating with the Marketing Manager and the Student Administration Manager. Further information or documentary evidence may be asked.

Step 5

The Accounts Officer will have a meeting with the CEO, who based on the evidence provided, will approve or reject the refund request. If approved, the accounts officer will process the payment within 28 days and include a Refund Summary explaining how the refund is calculated. If the refund request is rejected, the Accounts Manager will then provide a written outcome to the student regarding the outcome.

Note: If the student is not happy with the outcome, the student can lodge an internal appeal to the College for reconsideration of the outcome. If the outcome is not in favor of the student, the student will be advised to seek an external advice and pursue its action under Australia's consumer protection laws.

Refund of Fees

Principles relating to refunds

Prior to enrolling, fees may be altered without notice; it is your responsibility to obtain the most up to date listing of fee. Once you have completed enrolment, fees will not be subject to change for the normal duration of the course. If you extend a course length (for example, when you failed unit/s of study), then any fee increases will be required to be paid for the extended component of the course.

Any decision made by AIC regarding a refund does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

General rules applicable to all refunds:

1. Refunds will only be paid after cleared funds are received in the AIC bank account.
2. Outstanding debts owed by the student to AIC will be deducted from any refund prior to payment.
3. If payments have been made by credit card, any applicable credit card surcharge will be retained by AIC and not refunded.
4. Where a refund is payable, the refund is made in Australian dollars, within 28 days from the date the student submits a Refund Request Form.



5. If you are over 18 years old, the refund will be paid directly to you.
6. If you are under 18 years old, the refund may be paid to you but only with the authority or consent of your parent or legal guardian.
7. The College may at its discretion:
 - a) pay the refund in accordance with your written direction
 - b) pay refunds to by bank draft (within Australia) or by international bank draft; or
 - c) pay refunds to a bank account by direct credit (within Australia) or by telegraphic transfer (outside Australia) provided that you show us evidence that the bank account exists.
- 8 Refunds in Australian Currency only

The College is not responsible for currency exchange rate fluctuations and/or delays or loss of refund in transit (mail, courier, telegraphic transfer or otherwise).

AIC default

Under section 46A of the *ESOS Act* where AIC defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- (a) the provider fails to start providing the course to the student at the location on the agreed starting day; or
- (b) after the program starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Where AIC defaults, it will either:

- (a) arrange for the student to be offered a place in an alternate program at AIC's expense; or
- (b) pay a refund as provided under the policy.

The student may elect whether to accept the offer of an alternative course or to obtain a refund.

Where there is a default by AIC, applications are not required for refunds, which will be paid within 14 calendar days of the agreed starting date or the date on which the course ceases to be provided.

Reporting Students under Section 47H of the ESOS Act:

Reporting the outcome of student default - discharge of obligations (section 47H of the ESOS Act)

AIC is required to notify of an outcome of discharge of obligations for a student default in two circumstances:

- if the student default is due to visa refusal, or,
- if there is no compliant written agreement that meets the requirements of section 47B of the ESOS Act.

These reports must be done within 7 days after the end of the provider obligation period, as per the requirements. The ESOS Act under subsection 47E (3) defines the provider obligation period as 4 weeks after the default day. As such AIC has 4 weeks + 7 days to report the outcome on PRISMS.

Important

The College reserves the right to change this policy without notice. For the latest policy to determine whether you are entitled for a refund, please check our website <https://aic.edu.au>.

We are required to advise you of the following:

"This 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."

Policy Review

This policy will be reviewed as part of the College's three year policy review cycle or as required by regulatory changes.