



## Student Refund Policy

### Purpose

The *Education Services for Overseas Students (ESOS) Act 2000* and the National Code 2018 are part of the ESOS framework governing the responsibilities of education providers towards overseas students. This policy also complies with standard 5.3 of Standards of Registered Training Organisations (RTOs) 2015.

The purpose of this policy is to ensure that Institute of Intellect Blending (IIB) adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give IIB sufficient notice, while at the same time protecting IIB from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

### Scope

This policy and procedure apply to all the prospective and enrolled international students at IIB who pay part or full advance fees when applying for a place at IIB.

### References

ESOS Act (2000) / National Code of Practice for Providers of Education and Training to Overseas Students 2018  
SRTTO Ref: Standard 5.3

### Definitions

*Course*: A program of study leading to a qualification or an award.

*Fee*: means fees IIB receives, directly or indirectly, from:

- i. an overseas student or intending overseas student; or
- ii. another person who pays the fees on behalf of an overseas student or intending overseas student; that are directly related to the provision of a course that the IIB is providing, or offering to provide, to the student; and

*"Fees"* only means tuition fees not third party or ancillary fees such as admission fee, OSHC fee, resources, student kit or material fee.

*Resources*: Cost of learning materials and resources indicated in the Student Agreement which each student is required to purchase at the time of joining the course

*Application/Enrolment Fee*: Covers the administrative costs of enrolment

*Fee Due Date*: As per the dates on the student agreement

*Pre-paid Fee*: Fees paid in advance prior to course commencement

*Agreed Start Date*: for a course means the day on which the course was scheduled to start, or a later day agreed between the IIB for the course and the student.



## Policy

A refund of tuition fees will only be granted in accordance with the refund policy set out below:

Fee Refund Conditions	Refund Applicable
<p><b>For these refund conditions the terms</b></p> <ul style="list-style-type: none"> <li>• “<b>package of courses</b>” means a sequence of one or more courses specified in the letter of offer for which CoE(s) have been issued. To avoid doubt where there is only one CoE, package of courses means that CoE</li> <li>• “<b>Fees</b>” only means <b>tuition fees</b> not third party or ancillary fees such as admission fee, OSHC fee or resources fee.</li> </ul>	<p><b>For these refund conditions the terms</b></p> <ul style="list-style-type: none"> <li>• “<b>package of courses</b>” means a sequence of one or more courses specified in the letter of offer for which CoE(s) have been issued. To avoid doubt where there is only one CoE, package of courses means that CoE</li> <li>• “<b>Fees</b>” only means <b>tuition fees</b> not third party or ancillary fees.</li> </ul>
1. If an intending overseas student is not granted a student visa from Australian High Commission/ Australian Embassy/Department of Home Affairs (DHA) for any reason, (Documentary evidence of visa refusal is required)	1. All fees paid in advance will be refunded, minus administration and processing charges of AUD\$250.00.
2. If IIB receives a written notice of withdrawal more than 28 days before the agreed start date of the first course in the “ <b>package of courses</b> ”	2. The refund will be 75% of the fees paid in advance by the student for each and every course in the “package of courses” minus an administration and processing charge of AUD\$250.00.
3. If IIB receives a written notice of withdrawal more than 14 days but less than 28 days before the agreed start date of the first course in the “ <b>package of courses</b> ”	3. The refund will be 50% of the fees paid in advance by the student for each course in the “package of courses” minus an administration and processing charge of AUD\$250.00.
4. If written notice is received 14 days or less before the commencement date of the first course of the “ <b>package of courses</b> ”	4. The refund will be 25% of the fees paid in advance by the student for each course in the “package of courses” minus an administration and processing charge of AUD\$250.00
5. If the student withdraws after the agreed start date of the first course in the “ <b>package of courses</b> ”	5. There will be no refund of any fees paid in advance for each and every course in the “ <b>package of courses</b> ”. Students will also have to pay the balance of any fees due for remainder of their current course of study.



<p>6. If a student's visa is cancelled due to their breach of international student visa conditions or IIB Policies and Procedures or Student Misbehaviour after the commencement of the first course in the <b>"package of courses"</b></p>	<p>6. Maintaining the conditions of the visa grant and following IIB's policies and procedures as agreed is the student's responsibility. There will be no refund of any fees paid in advance for each and every course in the <b>"package of courses"</b>. Students will also have to pay the balance of any fees due for remainder of the current course of study.</p>
<p>7. At the time of enrolment any Credit Transfer (CT)/ Recognition of Prior Learning (RPL) will be discussed &amp; granted after the student provides enough evidence,</p>	<p>7. If the Credit Transfer allows shortening of the duration of a specific course in the <b>"package of courses"</b> 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 in the <b>"package of courses"</b></p>
<p>8. If a student's visa expires whilst studying a <b>"package of courses"</b> and they are not able to complete their <b>"package of courses"</b> because their application for an extension of visa is not granted by DHA</p>	<p>8. All unused fees paid in advance for each and every course in the "package of courses" minus administration and processing charges of AU\$250.00 will be refunded. Calculation of 'unused fees' is in accordance with applicable ESOS regulations.</p>
<p>9. If a student is granted a deferment or temporary suspension of studies after the commencement of a <b>"package of courses"</b></p>	<p>9. IIB will hold all fees paid in advance for the period of the suspension/deferment. If the student does not return or commence on the agreed date without the approval of IIB the student is deemed to have inactively withdrawn, and their enrolment will be cancelled. There will be no refund of any fees paid in advance for each and every course in the <b>"package of courses"</b>.</p>
<p>10. <b>In cases of Provider default.</b> IIB <i>defaults</i>, in relation to an overseas student or intending overseas student and a course, if: either of the following occurs:</p> <ul style="list-style-type: none"> <li>◦ IIB fails to start to provide the course to the student on the agreed starting day;</li> <li>◦ the course ceases to be provided to the student at any time after it starts but before it is completed; and</li> <li>◦ the student has not withdrawn before the default day.</li> </ul>	<p>10. Refund of unexpected tuition fees (i.e. tuition the student has paid for but has not been delivered by the provider) in accordance with applicable ESOS regulations. IIB will give the student a statement that explains how the refund amount has been worked out. The refund policy is subject to review from time to time.</p>



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**(Note: The date for calculation of the refund will be the date formally received and acknowledged by IIB and in accordance with ESOS regulations)**

### Process for Claiming Refunds

- Refund applications must be made in writing on the Application for Refund Form; and set out the reasons for the application; and be accompanied by supporting documents as may be appropriate; and be forwarded directly to Student Admissions at IIB.
- Refund applications will not be processed where the signature on the Application for Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to the College and the Student agreement.
- Refund will normally be made in the currency of the student's country of permanent residence and payable in that country.
- The funds covering the fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc).
  
- All debts to IIB must have been paid before any refund can be calculated with any outstanding amounts to be deducted from the refund.
- Where a Student is dissatisfied with a decision to provide or not to provide a refund, he or she may appeal that decision in accordance with the Complaints and Appeals Procedures of IIB.
- This procedure, 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.
- All refunds will be paid within Four (4) weeks of receipt of student claim with required documentary evidences

### Appeals

Once a decision is made on a student's application for fee refund, the student will be notified in writing of the outcome, including reasons for the decision.

Student should also refer to IIB's "**Complaints and Appeals Policy**", available from the college for information on lodging an appeal against a decision.



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