

Refund for International Student Policy and Procedure

1. Purpose

AIPAH, under the ESOS Act 2000 and the National Code 2007, must have in place a Refund Policy and Procedure which is to be provided international students studying in Australia on a student visa, before formalisation of their enrolment.

2. Scope

This Refund Procedure applies to:

- International students studying off shore, and to those students who are 'overseas students' as defined in the National Code.
- Staff of AIPAH involved in the payment and refund of international tuition fees paid to AIPAH.

3. Definitions

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| Application Fee: | The fee payable, if any, set out in the Student Agreement to make an Application to study the Course at AIPAH. The Application Fee, if applicable, comprises: <ul style="list-style-type: none"> • a non-refundable fee covering the cost of registration. <p>The Application Fee is subject to change</p> |
| Administration Fee: | The fee payable to cover costs involved when a student withdraws from a course up to 20 working days before or after commencement of term. The Administration Fee is subject to change. |
| Census Date: | The date on which a student's enrolment is taken to be finalised. |
| Course: | A Full-time Registered course or program offered by AIPAH and registered in accordance with the requirements of the ESOS Act. |
| Course Money: | The money received by AIPAH for providing the Course to the Student and includes: <ul style="list-style-type: none"> • tuition and performing arts fees, • any amount received by AIPAH that must be paid to a registered health benefits organisation on behalf of the Student; and • any other amount the Student has paid, directly or indirectly, to AIPAH in order to undertake the Course. |
| Domestic Place: | Commonwealth assisted funded place. |
| Local Student: | Refers to all students who are not overseas fee-paying students |
| ESOS Act: | <u>The Education Services for Overseas Students Act 2000</u> of the Commonwealth of Australia, as amended from time to time. |
| Full-time: | The normal amount of study for a particular Course which is approved by the accrediting authority for the Course. |
| National Code: | <u>The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students</u> , established pursuant to Part 4 of the ESOS Act, as amended from time to time. |
| Principal Course: | The main course of study to be undertaken by a Student where a Student visa has been issued for multiple courses of study. The principal course of study would normally be the final course of study where the overseas Student arrives in Australia with a student visa that covers multiple courses. |
| Student: | A Student who is enrolled at AIPAH and includes both prospective Students and enrolled Students who are 'overseas students' as defined in the National Code and hold student visas as defined by the ESOS Act, and to students of AIPAH who do not hold student visas and are studying off shore |

but does **not** include Local Students.

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| Term: | Study Period. Also known as teaching period. |
| Tuition Fee: | The fees for enrolment in a Course determined by AIPAH and advised in both the Student Agreement, as being the tuition fees for the Course (per year). |

4. Actions

Actions required to meet this procedure are outlined in the following sections:

Total Refunds.

Partial Refunds.

Refunds for Students Who Obtain Permanent Resident Visa Status.

No Refunds.

Credit Balances.

Process For Claiming Refunds.

Payment of Refunds.

Total Refunds

1. Tuition fees and any Application fees will be refunded in full where:
 1. the Course does not start on the agreed starting date which is notified in the Letter of Offer;
 2. the Course stops being provided after it starts and before it is completed;
 3. the Course is not provided fully to the Student because AIPAH has a sanction imposed by a government regulator; or
 4. an offer of a place is withdrawn by AIPAH *and* no incorrect or incomplete information has been provided by the Student.
2. In the unlikely event that AIPAH is unable to deliver the Course in full, the Student will be offered a refund of all the Course Money paid by the Student to date for that Course. The refund will be paid within 2 weeks of the day on which the Course ceased being provided. Alternatively, the Student may be offered enrolment in an alternative course by AIPAH at no extra cost. The Student has the right to choose whether to seek a full refund of Course Money, or to accept a place in another course. If the Student chooses placement in another course, AIPAH will ask the Student to sign a document to indicate acceptance of the placement.
3. A full refund, less any Application & Audition fees, will be provided to the Student where:
 - i. a Student is unable to obtain a student visa;
 - ii. illness or disability prevents a Student from taking up the course (certified supporting medical documents required);
 - iii. a Student fails to meet the English or other requirements for admission for the course;
 - iv. prior to the commencement of a term, the Student has been excluded from AIPAH for failure to meet progression rules and where fees were paid in advance of notification of the exclusion;
 - v. there is death of a close family member of the Student (parent, sibling, spouse or child); or
 - vi. other special or extenuating circumstances, including political, civil or natural events, are accepted at the discretion of the CEO of AIPAH, or his or her nominee, as preventing a Student from taking up the course.
4. Where an Application for Refund is made under Section 4.1.3, the Student must provide at the time of making the application documentary evidence to the satisfaction of AIPAH in support of one or more of the grounds listed in *Total Refunds Items 3 (i-iv)*.

Partial Refunds

1. Partial refunds of the amounts specified below will be provided in the following circumstances:
 - i. where AIPAH withdraws an offer based on incorrect or incomplete information supplied by the Student, all fees paid for the term period are refundable less a AUD\$1000.00 Administration fee and any Application, Audition and Enrolment fees;
 - ii. where a Student, after accepting an offer of a place, withdraws from a course more than 20 working days before the commencement of a term, 100% of the Tuition fees paid for that term and any following terms are refundable less a AUD\$1000.00 Administration fee and any Application, Audition and Enrolment fees;
 - iii. where a Student, after accepting an offer of a place, withdraws from a course between 20 working days before the commencement of a term and 20 working days after the commencement of a term, 50% of the Tuition fees paid for that term and all of the Tuition fees for any following terms are refundable less any Application, Audition and Enrolment fees;
 - iv. where a student withdraws more than 20 working days after commencement – no refund.

Refunds for Students who obtain Permanent Resident Visa Status

1. Permanent resident status is recognised as from the date of the Visa Grant Letter.
2. If a Student is granted Australian permanent resident status before enrolling in a Course but after the date of the Letter of Offer for the Course:
 - i. the fee paying overseas place will be withdrawn;
 - ii. if the Student still wishes to study at AIPAH he or she must apply for a domestic place and will be subject to the selection criteria and fees applicable to local applicants for that course; and
 - iii. if the Student has already paid the Tuition fees applicable to overseas Students for the term, or any future terms, a total refund of these fees is payable to the Student.
3. If a student is granted Australian permanent resident status after enrolling in a Course but before the Census date for the Course:
 - i. the student will be eligible for a domestic place and will be subject to the selection and fees applicable to local applicants for that course;
 - ii. if the Student has already paid the Tuition fees applicable to overseas Students for the term, or any future terms, a total refund of these fees is payable to the Student.
4. If a student obtains permanent resident status after the census date in a term, the student will remain classified as an international student for the remainder of that term and will be liable to pay the international tuition fee for that term. From the following term, the student will be classified as a permanent resident.

No Refunds

1. A Student who withdraws or defers from a Course more than 20 working days after the commencement of a term shall not be eligible for a refund for that term except for the reasons outlined in Total Refunds Items 3 (i-iv).
2. A Student whose enrolment is either suspended or cancelled by AIPAH for whatsoever reason during a term, including but not limited to misbehaviour or non-payment of fees to AIPAH, shall not be eligible for a refund for that term.
3. A Student whose visa is cancelled during a term or term shall not be eligible for a refund.

Credit Balances

1. Students can apply for a refund of a credit balance, created by overpayment, only if they have no other debts owing to AIPAH. Refund of overpayments will only be made in the currency of the student's country of permanent residence and payable in that country.
2. Normally overpayment (excess payment) of Student Tuition Fees resulting in a credit balance on the Student's account will automatically be transferred as payment or part payment of the Student's fees payable for the next term or to other outstanding debts owing to AIPAH. It is the responsibility of the student to be aware of all credit amounts (excess payments) on their account and to maintain current address and contact details.

3. Credit amounts on a student's account up to and including AUD\$100.00 will be forfeited to AIPAH and processed as a forfeit of an insignificant credit balance. AIPAH deems that credit balances are insignificant balances if the credit balance is less than AUD\$100 and the student's course status is inactive for more than one (1) term.
4. Students with unclaimed credit amounts greater than AUD\$100.00 will be notified in writing of their credit amount if the student's course status is inactive for more than one (1) term. If refund applications are not received within twelve (12) weeks of the date of this written communication, credit balances will be deemed as unclaimed and dealt with by AIPAH according to the Unclaimed Monies Act 2008.

Process For Claiming Refunds

1. Refund applications for full or partial refunds must:
 - i. be made in writing on the Application for Refund Form; and
 - ii. set out the reasons for the application; and
 - iii. be accompanied by supporting documents as may be appropriate; and
 - iv. be forwarded to:

The Registrar, International Student Services
AIPAH
31-33 Allen Street
Harris Park, NSW 2150

or
For students studying at a Third Party Provider location
Forward directly to your Provider
2. The information provided by the Student on the Application for Refund Form must include:
 - i. the date of the claim;
 - ii. the Student's full name;
 - iii. the course in which the Student was enrolled;
 - iv. the basis for making the claim;
 - v. the amount claimed;
 - vi. the address to which the refund is to be forwarded;
 - vii. the Student's payment details;
 - viii. the Student's signature, and
 - ix. all documents relevant to the consideration of the claim.
3. 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 AIPAH.
4. A Refund Calculation Statement will be prepared and forwarded to the Student and any refund will normally be made in the currency of the student's country of permanent residence and payable in that country. Exceptions include non-tradable currencies (where the refund would normally then be paid in USD) or payment to another Australian educational institution. AIPAH is not liable for any variance from the foreign exchange rates fluctuations.
5. The funds covering the tuition fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc).
6. All debts to AIPAH must have been paid before any refund can be calculated with any outstanding amounts to be deducted from the refund.
7. 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 AIPAH's Student Complaints and Appeals Procedures.
8. 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.

Payment of Refunds

1. Applications for refunds for Students must be authorised by the Principal or his or her nominee.
2. Where:
 - i. the Course does not start on the agreed starting date; or
 - ii. AIPAH stops the Course after it starts and before it is completed; or
 - iii. the Course is not provided fully to the Student because AIPAH has a sanction imposed by a government regulator,
and the Student has requested a full refund of fees rather than placement in an alternate course, the refund of fees will be paid in full to the Student within 2 weeks.
3. In any other circumstance, AIPAH will refund the amount within 4 weeks after receipt of the completed and signed Application for Refund Form together with appropriate supporting documents.
4. The date of the notification for application for refund is the date the completed and signed Application for Refund is received by AIPAH.