

Refund Policy & Procedure

1. Policy

This policy/procedure provides all staff and clients information on the refund arrangements that are in place within Victorian Institute of Education (VIE).

The following procedures ensure all students are treated fairly and with integrity when applying for refunds. All refunds applications are to be submitted to the Student Administration department and the following procedures followed in assessing the refund application.

All refund information is to be made available to clients prior to enrolment through:

- Student information handbook
- VIE's website
- The Written Agreement which is completed and signed prior to acceptance into a course of study with VIE

2. Procedure

2.1 Refund applications

Any student wishing to apply for a refund must complete a 'Refund Application form' and attach all evidence and supporting documents. Such documents may include but are not limited to proof of extenuating circumstances of a compassionate nature and submit this form to Student Administration. The application form can be accessed by:

- Contacting student administration
- Accessing VIE's website

All refund applications are to be assessed by VIE Accounts and applications processed within Twenty-Eight (28) days of the application being placed. Where a student is entitled to a refund Student Administration will process the refund payment as required.

Please note:

- Refunds applications placed after course commencement is only in relation to Tuition Fees only. Tuition fees are specified in the Written Agreement and do not include materials and equipment charges which are non-refundable.
- Where the student breaches VIE Policies and Procedures no refund is payable.
- Payment of a refund application cancels a student's enrolment.

2.2 Refunds due to non-delivery of course by VIE (Provider Default)

VIE reserves the right to cancel or postpone any courses prior to their scheduled commencement dates, should it be necessary. Under section 46A of the ESOS Act a VIE defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day and the student has not withdrawn; or
- the course ceases to be provided to the student at the location at any time after it starts but before it is completed and the student has not withdrawn.

All course fees (including application, materials and equipment fees) are to be refunded in full if VIE is unable to commence the course as agreed due to unforeseen circumstances. Any 'unused tuition' fees are to be refunded where VIE is unable to complete the course due to unforeseen circumstances.

Students are not required to complete a refund application under provider default circumstances as VIE will actively arrange for refunds to be paid to all affected students. Where there is an instance of provider default in the above circumstances, VIE may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course fees. Where the student agrees to this arrangement, VIE will not be liable to refund the money owed for the original enrolment.

Outline of Provider Default Refund Arrangements	
VIE is unable to commence the course for which the original enrolment and payment has been made.	Full refund or alternative placement in a course
VIE is unable to continue to deliver the course as agreed.	Partial refund or alternative placement in a course

2.3 Refunds based upon student default

Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location 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 at the location (either before or after the agreed starting day due to visa refusal); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student

Where a student does not start their course and fails to provide notification there are no refunds of pre-paid fees (unless extenuating circumstances are present).

Where a student is unable to complete their course, they may be eligible for a refund of tuition fees. Where a student withdraws from the course without extenuating circumstances only a partial refund is payable. A refund of tuition fees is only payable in certain circumstances and these circumstances and amounts are provided to students prior to confirming enrolment.

Applications for refunds are to be processed by the PEO within 28 days from the date of application (complete).

Please Note: There are no refund arrangements for the following:

- Application Fee
- Student Enrolment cancelled due to actions of the student (i.e. Breach enrolment conditions such as Course Progress requirements)
- Withdrawal after course commencement without extenuating circumstances
- Non-tuition-based fees such as materials and equipment provided after course commencement

3. Refunds for domestic students

- All course fees for fee-for-service students include a non-refundable deposit which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below: –
 - A full refund of any fees paid (including the deposit) will apply where a student withdraws or cancels their course in writing within the cooling off period. The cooling off period is 7 days and applies from the date of first enrolment or sign-up.
 - A full refund of any fees paid (including the deposit) will apply if Victorian Institute of Education is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.
- In the unlikely event that Victorian Institute of Education or any third parties responsible for delivering training/teaching and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of course that was not provided. This includes the following situations:
 - Where Victorian Institute of Education or any third parties delivering training/teaching and assessment on its behalf ceases to operate.
 - Where Victorian Institute of Education ceases to deliver the course in which a student is enrolled, and the agreement is terminated.
 - Where Victorian Institute of Education needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.
- In any of the above situations, Victorian Institute of Education will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases, there is no need for a student to make an individual application for a refund. Refunds will be issued within 14 business days.
- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Victorian Institute of Education to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedure.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.
- RPL application fees are non-refundable.

4. Refunds for international students

- All course fees for international students include a non-refundable enrolment fee which is detailed on the Course Outline and Student Agreement. The deposit is non-refundable, except in the circumstances detailed below:
 - A full refund of any fees paid (including the deposit) will apply if Victorian Institute of Education is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.

- **Circumstances in which a refund will be paid – FULL REFUNDS APPLY**

A full refund of any course fees paid will be provided to students in any of the following circumstances:

- Where a course does not start on the starting date outlined in the Letter of Offer
- If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child)
- At the discretion of Victorian Institute of Education's PEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events
- If an offer of a place is withdrawn by Victorian Institute of Education and this is not due to incorrect or incomplete information being provided by the student.

- **Refund process for full refunds**

- In any of the above situations, Victorian Institute of Education will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases, there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days/14 business days in case of provider's default.

- **Circumstances in which a partial refund will be paid – PARTIAL REFUND**

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014
- Partial refunds will also be provided in the same manner as for provider default (as above) where Victorian Institute of Education fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code
- If an international student is refused a visa (student default) before commencing their course, Victorian Institute of Education will refund the total amount of all course fees (tuition and any nontuition fees) received for the course less. The refund will be whichever is the lower amount between 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$500.
- If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees will not be refunded. However, tuition fees will be refunded from the day of the student default as per Section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- If a student has supplied incorrect or incomplete information and as a result Victorian Institute of Education withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less a 20% administration fee of total amount paid (tuition fees).
- Where a student has not met the conditions included in the letter of offer and withdraws 0 – 28 days before course commencement, the deposit paid will be refunded less a 20% administration fee of total amount paid (tuition fees).
- Where a student withdraws from a course 0 – 28 days before the course commencement for reasons other than those set out in circumstances for full refunds, 50% of the deposit paid will be refunded.
- Refund Processing Fee \$300

- If a student withdraws or defers their course after the course has started and they have paid for units/clusters/modules that have not been commenced. This will be calculated on a per unit or cluster cost with the following formula:

Course fee less administration fees of 20%, less textbook fees divided by the total number of units or clusters or modules in the course multiplied by unit not commenced but paid for

For Example: Fee paid AUD 1500+50 for 3 units in the instalment and commenced 1 unit where material fee is AUD 50. Refund = $(1550 \text{ less } (1500 * 20\% + 50)) / 3 = ((\$1550 \text{ less } \$350) / 3) * 2 = \text{AU } \$ 800$

- **Refund process for partial refunds**

- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Refund Application Form. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees
- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by Victorian Institute of Education to provide those services
- The outcome of the refund assessment will be provided in writing to the student's registered email address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedure
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

- **Circumstances in which a refund will not be paid – NO REFUND**

- A student is not entitled to a refund in the following circumstances:
 - Where a student is refused a visa and the reason for the refusal was because the student did not start the course at the location on the agreed starting day or the student withdrew from the course at that location, or the student did not pay the fees due
 - Where Victorian Institute of Education terminates the student's enrolment because of a failure to comply with Victorian Institute of Education policies, misbehavior or unsatisfactory course progress.

VIE refund arrangements are as follows:

Outline of Student Default Refund Arrangements	
Visa refused prior to course commencement	Full refund
Withdrawal prior to agreed start date	Full refund of pre-paid tuition fees
Withdrawal after course commencement	No Refund of pre-paid fees
Withdrawal after course commencement (with confirmed extenuating circumstances)	Refund of unused tuition fees

Please note:

Refund will be as per Victorian Institute of Education’s Policies and Procedures.

Refund will be after deducting the administrative charges.

Where the student breaches Victorian Institute of Education’s Policies and Procedures, no refund is payable.

* Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary. Where evidence can be successfully provided to support the student’s circumstances, course fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued. This decision of assessing the extenuating circumstances rests with the PEO and shall be assessed on a case-by-case situation.

5. Appealing Refund decisions

All students have the right to appeal a refund decision made by VIE by accessing the complaints and appeals policy and procedure. Students wishing to submit an appeal of the refund decision should refer to the Complaints and Appeals Policy and Procedure.

This policy and the availability of complaints and appeals processes, does not remove the client’s right to take action under Australia’s consumer protection laws, including but not limited to a statutory cooling-off period, if one applies.

VIE’s dispute resolution processes do not remove the client’s right to pursue other legal remedies where they feel necessary.

6. Default Notifications (Notifying the TPS and students of Provider or Student defaults)- International students

VIE is only required to report a refund provided to an international student where a student's visa is refused. Notification to the Tuition Protection Service must occur within seven (7) days after the default obligation period for payment of the refund. VIE will organise any refunds within 14 days of the default occurring.

As VIE has a compliant written agreement in place there are no other reporting requirements in relation to payment of refunds to international students.

All default notifications and reporting is to be completed through PRISMS & TPS login by the PEO.

Any provider or student default must be reported by the PEO as follows:

Provider (VIE) Default:

- VIE are required to notify the TPS Director within 3 business days if they default – that is, if they are not able to deliver the course to a student as agreed.
- VIE will also notify all students of the default and refund arrangements that will be applicable to the student within 3 business days.
- From this default date the provider will then have 14 days to meet their default obligations and provide any relevant refunds.
- VIE is then required to provide notification to the TPS Director of the outcome of the discharge of the refund obligations – that is to report whether the refund has been made.

Student Default:

To meet Tuition Protection Service (TPS) reporting obligations, providers only need to report on whether they have provided a refund to a student in two cases of student default:

- where a student's visa is refused, even if there is a compliant written agreement in place
- where there is no compliant written agreement in place.

Where a compliant written agreement is in place, there is no requirement to report any other student defaults and refund arrangements.

Notification to the Tuition Protection Service must occur within seven (7) days after the default obligation period for payment of the refund i.e. report whether the student took the offer of an alternative course or a refund, and, if a refund, how much was paid. VIE will organise any refunds within 28 days of the default occurring.

All default notifications and reporting is to be completed through PRISMS / TPS login by the PEO.

7. Maintaining Records of Refunds

Where a student application for refund is submitted, all records of the refund application and associated actions are to be maintained in the student file. This includes receipts identifying refunds have been paid and any correspondence relating to the refund application.

Any information that the client provides VIE or that VIE collects about the client (including payments and refunds) can be given to authorised State and Commonwealth Agencies such as the Tuition Protection Service.

8. Further information

- Where a student application for refund is submitted, all records of the refund application and associated actions are to be maintained in the student file.
- If tuition fees have been paid by a third party, then refunds will be payable to that third party.
- VIE is not able to provide any refunds for fees paid to third parties such as OSHC or education agent fees.