



## INTERNATIONAL ONSHORE STUDENT REFUND POLICY

### **Purpose**

Australian Institute of Business (AIB) is committed to the fair and transparent application of fees and charges, including the processing of refunds. International Onshore Students are provided with details of all fees and charges and a copy of the refund policy prior to enrolment. This policy outlines the circumstances in which an International Onshore Student may receive a full or partial refund of their study fees.

### **Scope**

This policy applies to all AIB International Onshore Students who are studying on a visa at the Adelaide campus. Refunds may be provided to International Onshore Students, their parents or any other person(s) who/which have/has paid the course fee on behalf of a student.

### **Definitions**

Unless otherwise defined in this document, all capitalised terms are defined in the [glossary](#).

**Application fee** – an administration fee charged for processing enrolment applications – non-refundable, except where AIB has cancelled a course and as applicable.

**Study** – a higher education accredited course as prescribed by the enrolment agreement.

**Course-related fees** - Includes all course money as defined by Section 7 of the ESOS Act and all optional fees or charges.

**Course money** - As defined by Section 7 of the ESOS Act, the money that AIB receives, directly or indirectly, from an International Onshore Student or intending International Onshore Student; or another person who pays the money on behalf of an International Onshore Student or intending International Onshore Student, for a course that AIB is providing, or offering to provide, to the International Onshore Student. This includes tuition fees, any amount received by AIB for Overseas Student Health Cover (OSHC), and any other amount that the International Onshore Student had to pay to AIB in order to undertake the course.

**Provider** - An institution or other body or person in Australia that provides or seeks to provide CRICOS registered courses to International Onshore Students as defined by the ESOS Act under “Overseas Students”.

**Provider default** - Where the registered provider fails to provide a course or ceases to provide a course to an International Onshore Student in accordance with Section 27(146)A of the ESOS Act.

**Student default** - Where an International Onshore Student does not start a course or withdraws from a course as defined in Section 27(247A) of the ESOS Act.

**Student visa** - An authorisation permitting people who are not Australian citizens or permanent residents to come to Australia for the primary purpose of studying in Australia as defined by the *Migration Act 1958*.

**Study period** - A discrete period of study within a course, namely term, semester, trimester, short course of similar or lesser duration, or as otherwise defined by the registered provider as long as that period does not exceed six months.

**Tuition fee** – the fee for the delivery of the Course training and assessment. The tuition fee does not include re-examination fees, re-marking fees, or any other type of fees. The dates referred to in the refund table are the dates for the tutorials as set out in AIB’s schedule (as amended by AIB from time to time) for tutorials in the Course that the student is applying for, irrespective of whether the student has attended those tutorials.

## Details

### 1. Full Refund

- 1.1. Any approved full refund of fees payable to an International Onshore Student will include the refund of tuition fees and Overseas Student Health Cover, (if applicable), which are required to be paid in advance.
- 1.2. Where AIB cancels a course due to provider default, AIB will make every effort to reschedule the course and offer to place the student in an alternative course. The student is not obliged to accept alternative offers and may seek a full refund of the total study fee including the application fee.

### 2. Refunds when student's account is in credit balance - Graduating Students

If a student has a credit balance on their AIB account when they graduate, that credit balance will be automatically refunded by AIB in full, and does not require application by the student.

### 3. Refunds for Continuing Students

If AIB has informed the student that they are eligible for a refund, they must complete a **Student Course Refund Application** form and submit it to the Student Relations section for the attention of the Chief Financial Officer, accompanied by a written notice of withdrawal from the course.

### 4. Refund Table

- 4.1. This table sets out AIB’s policy on refunds of tuition fee deposits or tuition fees paid by International Onshore Students and including instances of students who do not go on to successfully complete their studies.

No.	Circumstance	Refund Payable
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**All refunds in circumstances (a)-(h) below will be processed automatically by AIB and do not require action by the student, unless stated otherwise.**

(a)	In the event that an offer of a place is withdrawn or AIB is unable to provide the course. <i>[Provider default]</i>	Full refund of all tuition fees paid, if the student has not commenced the course. This includes, Overseas Student Health Cover (if applicable), paid in advance.
(b)	In the event that AIB is unable to provide the full course, after the student has commenced the course. <i>[Provider default]</i>	A refund of the unused portion of the pre-paid tuition fees.
(c)	<p>In the event the student’s visa application has been refused by the Department of Immigration and Border Protection (DIBP) prior to the student commencing the course. <i>[Student default] Student required to advise AIB and officially request a refund.</i></p> <p>Certified evidence of the refusal (e.g. a copy of the rejection notice from DIBP) must accompany the request for refund.</p>	<p>Within four (4) weeks of the default day, AIB will provide a refund of pre-paid tuition fees paid less the following amount: The lesser of:</p> <ul style="list-style-type: none"> <li>i. 5% of the total amount of pre-paid fees that AIB received in respect of the student for the Course before the default day; or</li> <li>ii. The sum of \$500.00</li> </ul>
(d)	<p>In the event the student’s visa application is delayed by circumstances beyond their control and is not ready in time for the student to begin the studies for which they applied. Independent documentation or evidence of the delay (this circumstance does not cover a visa delay caused by the student’s own action or inaction) must be forwarded together with the request for refund.</p>	Full refund of pre-paid tuition fees.
(e)	In the event AIB withdraws its offer of enrolment prior to commencement of studies based on the student providing misleading, or false, or incorrect or incomplete information.	AIB reserves the right to retain 10% of the pre-paid tuition fees.
(f)	In the event the student decides to withdraw, after accepting an Offer of Admission and gives AIB written notice four (4) weeks or more before the commencement date of the first tutorial of the course. <i>[Student default]</i>	Refund of pre-paid tuition fees less 10% administrative charge, provided the relevant withdraw form (or AIB approved equivalent) is submitted along with the reasons for the refund are acceptable to AIB’s Chief Financial Officer.
(g)	In the event the student decides to withdraw, after accepting an Offer of Admission and gives AIB written notice less	Refund of 50% of the pre-paid tuition fees, provided the relevant withdraw form (or AIB approved

	than four (4) weeks of the commencement date of the first tutorial of the course. <i>[Student default]</i>	equivalent) is submitted along with the reasons for the refund.
(h)	In the event the student withdraws during or after the first study period. <i>[Student default]</i>	Refund of unspent pre-paid tuition fees received by AIB
<b>4.2. Refunds are not payable at all in the circumstances set out in 4.2(a) – 4.2(k) below.</b>		
(a)	In the event AIB withdraws the student's enrolment place after commencement of studies based on the student providing misleading, or false, or incorrect or incomplete information.	No refund payable
(b)	In the event the student does not start the course on the commencement date, does not apply to withdraw and <b><u>no special circumstances</u></b> apply. <i>[Student default]</i>	No refund payable.
(c)	In the event the student does not successfully complete the course, and <b><u>no special circumstances</u></b> apply. This may include student suspension by AIB or student withdrawal/non completion from/of studies.	No refund payable.
(d)	In the event of course/subject deferment or tutorial/examination cancellation due to public holidays.	No refund payable.
(e)	In the event a tutorial or examination is missed by the student as a result of illness or any reason whatsoever.	No refund payable.
(f)	In the event fees and charges are attributable to services or goods provided by other parties other than AIB (e.g. books purchased, etc).	No refund payable.
(g)	In the event expenses are incurred by AIB on behalf of the student in respect of services or goods provided by third parties.	No refund payable.
(h)	In the event the student is disciplined by AIB and their enrolment is suspended or expulsion occurs for any reason.	No refund payable.
(i)	In the event the student abandons study without formally cancelling their enrolment directly with AIB. Note: In the case of study abandonment, the student will be liable for all fees until the cancellation process is complete.	No refund payable.

(j)	In the event the student visa is cancelled after commencement of studies by the Department of Immigration and Border Protection (DIBP) for any reason.	No refund payable.
(k)	In the event the student changes their visa status (e.g. receives permanent residency status) during their study period. Note: Where a student changes their visa status (e.g. changes education sector) and requires a new visa to be issued, the student is required to bear any and all costs associated with the visa inclusive of medical tests.	No refund payable.
<p><b>Note1:</b> Nothing removes the right of the student to take further action under relevant Australian consumer protection law and to pursue such legal remedies the student may have under such laws.</p> <p><b>Note2:</b> AIB will invoice the student for no more than 50 per cent of the total tuition fees before they commence the course, if the total course duration is more than 24 weeks). However, where a voluntary payment is in excess of the invoiced 50%, refunds will be as per the payment received.</p> <p><b>Note 3:</b> In any cases relating to Provider or Student Default, refer to the AIB <i>International Students - Provider &amp; Student Default &amp; Role in Placement Process Internal Procedure</i>.</p>		

4.3. AIB reserves the right to withhold granting the study Testamur Certificate, Statement of Attainment and Academic Transcript attained by the student if any student fees remain outstanding.

4.4. Information in relation to fees and refunds is found on the AIB website <http://www.aib.edu.au/> and in the International Onshore Student Application form and Student Acceptance Agreement.

## 5. Refund Payments

5.1. All requests for refund must be made in writing to the attention of AIB's Chief Financial Officer, accompanied by a written notice of withdrawal from the course. All refunds are paid by cheque or paid into the student's nominated bank account in Australian dollars (AUD).

5.2. The refund will be made payable to the student, no more than four (4) weeks after receiving a written claim for refund (less any applicable bank administrative charges properly paid/payable). This will occur, unless AIB receives written advice from the student to the contrary or they are supported by a recognised third party sponsor and that sponsor is entitled to the refund [ESOS Act, s.27(2)].

## 6. Special Circumstances Refunds

Where special circumstances result in the student being unable to academically perform and successfully attend and/or complete their studies, the student may decide to apply for a Special Circumstances Refund. Special circumstances may also be referred to as

compassionate and extenuating circumstances, as determined by AIB. If the student can demonstrate that there are valid special circumstances the student may apply for the refund of pre-paid tuition fees.

Note: withdrawal or non-completion of the course may have implications for the student's visa.

## **7. Special Circumstances**

- 7.1. AIB deems that special circumstances apply where the circumstances:
  - (a) are beyond the student's control and not due to their action or inaction, and
  - (b) do not occur, or do not make their full impact on the student known, until on or after the commencement of the Course, and
  - (c) make it impracticable for the student to meet the attendance and/or assessment requirements of the study during the study period in which the student was enrolled.
  
- 7.2. Reasons for the withdrawal or non-completion may include:
  - (a) The recent death of a close family member (parent, guardian, sibling, spouse, child)
  - (b) Partial or total incapacitation
  - (c) Significant medical or personal circumstances.
  
- 7.3. In applying for Special Circumstances, the Student will be required to:
  - (a) complete the Special Circumstances Refund Application form.
  - (b) lodge the application with the Student Relations department within twelve (12) months of the date of formal withdrawal from the study. Where formal withdrawal was not required, the application must be lodged within 12 months of the last day of the study period in which they were enrolled.
  - (c) ensure that appropriate and adequate independent supporting documentation is lodged with the Student Relations department no later than thirty (30) calendar days after the initial lodgement.
  
- 7.4. Special Circumstances Outcome:
  - (a) The student will be sent a letter or email acknowledging receipt of the Special Circumstances Refund form and related information within five (5) working days; and
  - (b) The Chief Financial Officer within twenty (20) calendar days of receipt of the application, will provide written notification of his or her decision which will include a statement of the reasons for the decision; information on their right to have the decision reviewed; and a brief outline of the review process.

If the application is successful, the Chief Financial Officer will arrange for the refund.

## **8. Grievances about Refund Decisions**

- 8.1. More information in relation to the Academic and Non-Academic Grievance Handling Policy and processes can be found on the AIB website <http://www.aib.edu.au/> and in the International Onshore Student Application form and Student Acceptance Agreement.

8.2. Students may raise grievances about refund decisions under this policy.

## 9. Refund Review

- 9.1. If the student's refund request is not successful and they are not satisfied with the reasons provided by the Chief Financial Officer, they may request in writing that the decision be reviewed.
- 9.2. The request must be submitted within twenty (20) calendar days of the notification of the outcome of their application.
- 9.3. The request must contain information and/or documentation additional to that included in the original application, and directly address the reasons provided for the Chief Financial Officer's decision.
- 9.4. A review officer will be nominated by AIB to manage their request and the review process.

## 10. Appeal

- 10.1. If the student is not satisfied with the outcome of this review, they may consider lodging a complaint in accord with the AIB Academic and Non-Academic Grievance Handling Policy. Once a formal complaint or appeal has been lodged with an external agent, the AIB process ceases.
- 10.2. External appeals are as per the process outlined in the AIB Academic and Non-Academic Grievance Handling Policy

### Related Forms:

International Onshore Student Application form  
Notice of Withdrawal  
Student Acceptance Agreement  
Special Circumstances Refund Form  
Student Course Refund Application form

### Related Policies:

Academic and Non Academic Grievance Handling Policy

### Responsibility:

Chief Financial Officer

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