

## Refund Policy and Procedures

### Purpose

The purpose of this policy and procedure is to outline Institute of Business and Management's (IBMA) approach to managing fees and refunds and to demonstrate how fees paid in advance and refund are protected by IBMA. This complies with two headings of Standard 2 - Information prior to accepting students and Standard 3 - What is included in a written agreement from the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

### Definitions

**ASQA** - Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

**DET** - Department of Education and Training

**ESOS Act** - Education Services for Overseas Students Act 2000

**National Code 2018** - National Code of Practice for Providers of Education and Training to Overseas Students 2018

**PRISMS** - Provider Registration and International Students Management System

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starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

**Standards** - the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework, or the Standards for National Code 2018

### Policy - Relevant to the Tuition and Refund

#### Protection of fees paid in advance

IBMA protects the fees that are paid in advance by both domestic and international students.

For **domestic** students, fee protection is ensured through:

- Institute of Business and Management (IBMA) does not require a student to ever pay more than AUD1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course. Fees will be paid off during the course in instalments according to a set payment plan.

For **international** student fee protection is ensured as follows:

- Institute of Business and Management (IBMA) does not require a student to ever pay more than AUD1500 in advance for services not yet provided. All course fees will be held in a separate bank account that can only be drawn down when the student commences. The course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.

## Fees and refund information

Prospective and current students are advised of the fees associated with a course on the Student Agreement. In compliance for international students either provided prior to enrolment (Standard 2) or commencement of training (Standard 3), fee information is always provided in the National Code 2018. Fee information provided to domestic and international students includes:

- All students will receive two fees reminders within 15 days prior to the due date of the tuition fees. A warning letter will be sent within 7 days after the due date if the student fails to make the payment. If after 15 days past the due date, the student still does not make the payment, IBMA will issue an “Intention To Report” – to the student. The student will now have 20 working days to appeal to the decision. Once 20 working days have passed and no appeals have been made, IBMA will report the student to DET via PRISMS. Students can follow the payment plan in their letter of offer for the designated course.
- All relevant fee information, including fees that must be paid and payment terms
- Details of the potential for tuition and non-tuition fees to change during the student’s course as relevant
- Deposits and refund information and conditions relating to these
- The learner’s rights under the consumer law in NSW - mandatory 10 days cooling off periods which consumers can cancel a purchase without penalty.

Refund information is outlined in the Student Agreement and in the Student Handbook.

Fees will only be collected once a signed copy of the signed Student Agreement is received by IBMA.

## Inclusions in course fees

Unless otherwise specified, course fees include the training and assessment required for students to achieve the qualification or course in which they are enrolling. Course fees will clearly itemise tuition fees, and non-tuition fees.

- Course fees do not include any recommended text books or additional learning materials. These are an additional cost, as outlined on the Course Outline.
- Course fees include the issuance of a testamur and record of results and/or statement of attainment. For additional copies or re-issuing of any of these documents an additional fee is applicable. This fee is currently AUD\$50 per request.
- Course fees do not include Overseas Student Health Cover or optional extras such as airport pickups. These fees are an additional cost as outlined in the Letter of Offer.

## Late payments

**Domestic Students** who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.

IBMA reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long-term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

**International students** will be charged a AUD\$200 late fee for tuition fees overdue by 1-5 working days and if the tuition fees are overdue more than 5 working days a AUD\$400 late fee will be charged. Students who do not pay their fees will be reported to DET via PRISMS under student default.

## Refunds

IBMA's refund policy observes the principles outlined in the Education Services for Overseas Students (ESOS) Act 2000 and National Code 2018. IBMA will monitor and review pricing as part of the continuous quality improvement strategies in order to ensure IBMA offers quality training for a fair and reasonable price. All relevant course, fees and refund information will be made available to clients prior to enrolment.

### Refunds – domestic students

*Note: Special consideration may be given to the refund of fees in extenuating circumstances (compassionate/compelling), following a written application to the CEO.*

For domestic students, eligibility for a refund will be assessed as follows:

- A. 100% - Full refund where IBMA cancels the course prior to commencement.
- B. 100% - Full refund of unspent course fees where IBMA cancels the course after commencement. The percentage of unspent course fees will be calculated based on services already provided up to the day the course stops.
- C. 70% refund where the student withdraws in writing 28 days or more prior to the course commencing.
- D. 0% - No refund of course fees are applicable where the student withdraws in writing 0 - 28 days or more prior to the course commencing.
- E. 0% - No refund where the student is excluded for misbehavior.

### Refunds – international students

For international students, eligibility for a refund will be assessed as follows:

*Note: Special consideration may be given to the refund of fees in extenuating circumstances (compassionate/compelling), following a written application to the CEO.*

- 0% - No refund is available where the student leaves prior to completing the course.
- We will not issue refunds under other circumstances including but not limited to:
  - Changes occur in student work hours, student changes or leaves work
  - It becomes inconvenient for a student to travel to class

- A student moves to a different geographic location
- A student's enrolment is cancelled for misbehaviour / breach of the *College Code of behaviour or student visa conditions*.

In all cases, IBMA will notify students of the outcome of the application for refund within 28 working days of receipt of a completed and signed application for refund and applicable evidence.

- Approved refunds requests will be paid within 2 (two) weeks from the approval date.
- Refunds will be paid directly to the person who entered into the contract with IBMA, unless we receive written direction from the applicant to pay someone else.
- Refunds will be paid in Australian dollars.
- All bank fees/charges incurred in issuing the refund will be deducted from the refund amount.
- Students are not permitted to transfer course fees to another student unless the college approves that.

**This agreement, and the availability of complaints and appeals process, does not remove the right of a student to take action under Australia's consumer protection laws (*Chapter 2 and 3 of the Consumer Law - <http://consumerlaw.gov.au/the-australian-consumer-law/legislation/>*).**

- Students are obligated to pay outstanding course fees and understand IBMA will not issue a Letter of Release if fees are owed for the current study period. For further details refer to the *Standard 7 of the National Code 2018 Overseas student transfers*.
- IBMA's refund policy applies to both commencing and re-enrolling students. It applies to students who wish to withdraw from the course that they have enrolled and paid for.
- All refund requests must be submitted in writing on the appropriate form and must be accompanied by official documentary evidence of the grounds for the request.
- The Application processing/enrolment fee of average AUD250 (depends on the stand alone or packages of courses) to IBMA is non-refundable.
- Deposits for Confirmation of Enrolments (CoEs) (where less than the first term fees are paid) are not refundable regardless of how long before commencement application for refund was received)
- Applications for Refunds must be processed completely within 4 (four) weeks from the date of receipt of a completed application, except for visa refusal OR provider default, in which case students will be refunded in 2 (two) weeks.

### **Full Refund:**

A 100% full refund (minus refund processing fee of AUD\$250 and non-refundable application processing /enrolment fees of AUD\$250 (all qualifications)) will only be granted under the following circumstances:

- IBMA is unable to provide the course for which an offer has been made. Alternative to refund, you may choose to accept the college's offer of a place in another suitable course at the IBMA's expense instead of a refund if this is offered to you.
- Provider Default under the ESOS Act. The default date is the date the college stopped

providing the course.

- An offer of a place is withdrawn by IBMA (unless the offer was made on the basis of incorrect or incomplete information provided by the applicant, or a representative of the applicant)
- The applicant is in **offshore** and is unable to obtain a visa from any of the listed Australian embassy and consulate office - <http://dfat.gov.au/about-us/our-locations/missions/pages/our-embassies-and-consulates-overseas.aspx>. (Note: Refund will be full fees paid minus refund processing fee of AUD\$250 and non-refundable application processing /enrolment fees of AUD\$250 (all qualifications). If the student is **onshore**, they must inform the college 28 days before the course start date.
- Compassionate and or compelling circumstances, which are deemed out of the control of the student. This will be subject to IBMA discretion.
- PRISMS system is asking for release letter when attempting to issue CoE. Full refund will be granted and no refund processing fees or application fees to be deducted.
- A full refund of unused tuition fees will be provided to students who are unable to obtain a visa to enter Australia to undertake their study. Written evidence of the visa refusal from the relevant Australia government authority is required. Refunds for OSHC, equipment, books etc purchased from other agencies will need to be applied for directly with the supplier.
- Students are to be notified in writing of the outcome of their refund request within 4 weeks of receipt of their application. Any money or refund not claimed for 45 days will not be paid.

### **No or Partial Refund**

If a student wishes to apply for a refund under certain circumstances, which are not covered under full refund, he/she may be eligible for a partial refund. The amount of partial refund is determined by the date of receipt of notice of withdrawal. Partial refunds (minus refund processing fee of AUD\$250 and non-refundable application processing /enrolment fees of AUD\$250 (all qualifications)) will be given as follows:

- If a request for a refund is given to IBMA 28 days or more before the commencement date of the course, students will receive a full refund minus the refund processing fee and non-refundable enrolment fees. This is not applicable if the student first defers the course and then applies for a refund within the stipulated timeframe. If this occurs then the student is only eligible for a 50% refund of the tuition fee, provided that he/she applies for refund 28 days or more before the course commencement date.
- If a request for a refund is given less than 28 days before the commencement date or on the commencement date of the course, students will not be eligible for a refund of any of the tuition fee paid.
- Students who withdraw from a course after the commencement date will not be eligible for a refund and will be liable for the rest of the course fees, as they have entered into a financially binding agreement. They will be liable, as well, for AUD\$500 in cancellation fees for each e-CoE issued.

- Students who didn't commence will not be eligible for any refund and will remain liable for the rest of the course fees as they have entered into financially binding agreement. They will be liable as well for AUD\$1,500 in cancellation fees for each e-CoE issued.
- Students who fail to meet the course entry requirements or the offer letter conditions will be only eligible for refund of all fees paid less than AUD 1,500 cancellation fees.
- False or misleading information in your application or during your course of study automatically disqualifies you from any refunds.
- If the student applies for a deferral first and then reapplies for refund of the course fee, no refund will be paid under any circumstances.

### **Student Default**

IBMA will refuse to provide a refund or continue to provide a course to a student due to:

- Failure to pay an amount that the student was liable to pay to IBMA directly or indirectly in order to undertake a course;
- Misbehaviour by the student or under serious disciplinary action.

## Provider Default

Under Section 7, 46D(6) of the Education Services for Overseas Students (Calculation of Refund) Specification 2014 Act, IBMA has obligations to overseas students in case of a provider default. A registered provider is deemed to have defaulted, as per ESOS Act if:

Either of the following occurs:

- The provider fails to start to provide the course to the student at the location on the agreed starting day;
- 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 before the default day;
- In the event, IBMA does not satisfy its obligation to an affected student, TPS (Tuition Protection Service) Director will facilitate access for the student to course placement or refunds.
- The refunds will be paid within 14 days after the default day
- IBMA defaults if that provider is prevented from offering a course at a location because a sanction has been imposed on the provider under Part 6 of ESOS Act.
- In case of a default, IBMA has following obligations to the students:
  - Arrange for the student to be offered a place in an alternative course at the provider's expense, if the student accepts the offer in writing; or
  - the provider provides a full refund (minus processing and non-refundable enrolment fees)
  - Students will be advised of a default situation in advance (where possible), and will have a letter explaining how any refunds will be calculated. Such situations are covered by the provision of the Commonwealth government ESOS Act 2000, the ESOS Regulations 2001 and National Code 2018 references.

## Outcomes of refund decisions

IBMA will provide the outcome of the refund assessment in writing to the student's registered email address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice. Students who are requesting a refund must complete the Refund Application Form (available from our Enrolment Officer) and send it along with all supporting documents such as the *visa refusal letter* to

Manager, Student Services, IBMA

Level 3, 178-180 Queen Street, Campbelltown, NSW 2560.

Bank charges will be deducted from the refunded amount. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to act under Australia's consumer protection laws.

### **Refunds for students who enrolled for multiple courses on a packaged offer**

Refunds will be processed as per the above conditions for all courses on a packaged offer.

### **Recordkeeping**

All fees payments and refunds related records are kept in student management system. All paper copies of refunds related records are kept in student files.

### **Authorities**

The staff member who is authorised by the CEO will:

- a) receive fees
- b) verify bank deposits
- c) record payments,
- d) issue fee due reminders
- e) monitor non-payments
- f) process and make decisions on refund requests
- g) approves internal fees transfers.

Authorised officer may seek advice from the CEO on all these matters.

### **Associated polices and documents**

- Application for refund
- Refund statement
- Fees due reminder letter (RTO manager)
- Intention to cancel enrolment letter (RTO manager)
- Receipt of payment (RTO manager)
- Invoice (RTO manager)
- Enrolment Agreement (RTO manager)
- Fees and Charges List
- Credit Card Authorisation Form



## Document Control

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