

REFUND POLICY

Section 1 General Notes

1. This policy applies to international students in both Australia Institute of Business & Technology - International (AIBT- I, RTO: 45169, CRICOS: 03610E), and Australia Institute of Business and Technology (AIBT, RTO: 41138, CRICOS: 03430J).
2. AIBT and AIBT-I in accordance with the Education Services for Overseas Students (ESOS) Act 2000 and the National Code 2018 must have in place a Refund Policy and Procedure. This policy relates to refunds of course fee both when there is a Student Default or a Provider Default. Except as provided by law, a refund of course fees will only be granted in accordance with this Refund Policy.
3. Handling, registration, application and administration fees already paid by the Student are strictly non-refundable.
4. Application for a refund must be made in writing, accompanied by relevant supporting documentation, and clearly stating the cause of the refund. Please contact Student Support at studentsupport@aibtglobal.edu.au for assistance.
5. Students must provide the following documents when applying for a refund:
 - a) Refund Application Form (<http://go.aibt.global/BcM4Bb>);
 - b) A copy of the bank receipt (such as Telegraphic Transfer (TT)) for the initial payment made;
 - c) A copy of your passport page which contains your official full name and signature; and
 - d) Refuse Letter from Department of Home Affairs (*Applicable to visa refusal only*)

Definition:

College – means AIBT-I and AIBT

Commencement of Course – refers to the commencement date as per CoE, or Letter of Offer where CoE is not applicable

Course Fee – comprises tuition fee and material fee (if applicable)

Offshore Student – is an international student who does not hold a current Australian Visa or is not in Australia while applying to be enrolled into AIBT-I and/or AIBT

Onshore Student – is an international student who holds a current Australian Visa and is in Australia while applying to be enrolled into AIBT-I and/or AIBT

Study Period – A discrete period of study within a course. A study period is deemed to be 3 months. The last study period in a course may be less than 3 months. As an example, a 12-month course has 4 study periods, each study period represents three months; an 8-month course has 3 study periods, the first two study periods represent 3 months each, and the third study period represents 2 months

Current Study Period – is the study period where the date of your withdrawal request received by the College falls in. See below example for a 12-month course from 01/07/2020 to 30/06/2021:

Course duration	Study period	Date of withdrawal request received	Determination of Current Study Period
01/07/2020 – 30/09/2020	1	15/08/2020	Current Study Period
01/10/2020 – 31/12/2020	2	13/11/2020	Current Study Period
01/01/2021 – 31/03/2021	3	05/01/2021	Current Study Period
01/04/2021 – 30/06/2021	4	09/05/2021	Current Study Period

Subsequent Study Period – the study period(s) after the Current Study Period

Section 2 Visa Refusal

2.1 Visa refusal before commencement of course:

- The refund will be 100% of the course fee and OSHC fee (if any) paid in advance.

2.2 Visa refusal due to fraudulent or bogus documentation, or misleading information provided by the Student:

- No Refund

Note: The College retains the right to refuse an application, withdraw an offer of admission or cancel admission without refund, where the applicant has provided incomplete, misleading or fraudulent documentation. No refund will be given where a visa application is refused on the grounds of fraud, provision of incorrect, false or misleading information, or where conditions described by the Department of Immigration and Border Protection have not been met.

2.3 Visa refusal after commencement of course:

- Course fees will be refunded from the day of the student default as per Section 7 of the ESOS Act (Calculation of Refund) Specification 2014. The Student will be refunded the weekly course fees multiplied by the number of weeks the Student is in default.
- The calculation of refund in this case is guided by ***Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specification 2014:***

Refund calculation under section 10 of the refund specification:

a) Weekly course fee = (total course fee / number of calendar days in the course) × 7

b) Weeks in default period =
$$\frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$

c) Weekly course fee × weeks in default period = Refund amount

Note: Offshore students may be entitled to full refund of the prepaid course fees if the visa is refused within 31 days after the course commencement date, and the offshore Student has not arrived in Australia and commenced the course.

Section 3 Student Default

In accordance with section 47A of the ESOS Act, student default occurs when:

- a) The Student does not start the course on the course commencement day and has not notified College prior to the commencement of course; or
- b) The Student withdraws from the course, either before or after the course commencement day; or
- c) The Student fails to pay an amount he or she was liable to pay to the College, directly or indirectly; or
- d) The Student breaches a condition of student visa; or
- e) Misconduct or Misbehaviour by the Student.
- f) Abandonment of studies where a student abandons his or her course without formally cancelling his or her enrolment with the College; or where a student has received a packaged offer for a combination of courses and does not commence in the second or subsequent course.

3.1 Where student enrolment is terminated by College due to student default (except section 3 b) after the commencement of course:

- No refund for the course fee paid for current study period where the student visa cancellation/refusal date falls in. Course fees paid for subsequent study period(s) will be refunded, less a withdrawal processing fee of \$200.

3.2 Where a student withdraws from the course before course commencement date, and the written withdrawal/refund request received by the College is:

- a) More than 4 weeks before course commencement date, we will refund 100% of all paid course fee (and OSHC fee if paid) less a withdrawal processing fee of \$200 (*with exception in clause 3.2 (d)*);
- b) More than 2 weeks and up to 4 weeks before course commencement date, we will refund 80% of the first study period of your course fee paid and 100% of the subsequent study period of your course fees paid (if any), less a withdrawal processing fee of \$200 (*with exception in clause 3.2 (d)*);
- c) 2 weeks or less before course commencement date, no refund will be given for the first study period of your course fee paid; we will refund 100% of subsequent study period of course fees paid, less a withdrawal processing fee of \$200 (*with exception in clause 3.2 (d)*);
- d) If the Student is an onshore student who's course enrolment does not require CoE,
 - no refund will be given, and no withdrawal processing fee will be charged if the written withdrawal/refund request received by the College is 4 weeks or less before course commencement date;
 - 40% of the paid course fee will be refunded if the written withdrawal/refund request received by the College is more than 4 weeks before course commencement date.

3.3 Where a student withdraws from the course after course commencement date:

- a) No refund will be given for the current study period; we will refund 100% of all paid course fee for subsequent study period(s), less a withdrawal processing fee of \$200, with exception below.
- b) If the Student is an onshore student who's course enrolment does not require CoE, no refund will be given and no withdrawal processing fee will be charged.

3.4 Where a student withdraws from the course after course commencement date, the Student is liable to pay the full course fee for the period up to and including the current study period, plus a withdrawal processing fee of \$200.

3.5 Exception

If withdrawal is due to compassionate grounds or compelling reasons beyond the Student's control, the refund request must include supporting documentation.

Such reasons are listed below:

- In the case of serious illness – verified by a medical certificate
- Family or personal tragedy
- Acts of God
- Acts of Government authorities, for example where the Student is prevented from commencing studies in the agreed course of study.

Whether the above cases are accepted by the College are at the strict discretion of the College's management.

The refund will be 100% of the course fee paid if the refund request is received before or on the commencement date of the course.

If the refund request is received after the course commencement date, the refund will be the total course fees paid less the proportioned amount for the period that the course duration has elapsed (refer to calculation guidance in clause 2.3)

If the Student wishes to make a complaint or lodge an appeal against a refund decision, they are to follow the Student Complaints and Appeals Policy and Procedure, which can be found at: <https://aibtglobal.edu.au/support/complaint/>

Section 4 Provider Default

4.1 In the event that the College is unable to deliver the course in full:

The Student will be offered a refund of the unspent pre-paid course fees, according to section 7 of the Education Services for Overseas Students Specification 2014:

- Course fee per week = $\text{Pre-paid amount for a particular period} / \text{Number of weeks to which the payment relates}$

- The refund amount = Course fee per week × number of weeks between the date of default and the end of the period to which the payment relates

Section 5 Remittance of refunds

5.1 Currency

Please be aware that all refunds will be in Australian dollars (AUD) only and will be subject to the currency exchange rate at the time of the refund. The transaction fees charged by financial institutions will be deducted from the refund amount.

International refunds to overseas bank accounts will have the AUD amount converted into the currency of the country where the beneficiary bank account is held, or USD if the local currency is not available.

Where the beneficiary has an AUD bank account overseas, this should be communicated via the Request for Refund form to indicate these payments should not be converted. To transmit a refund to an international bank account a bank fee of up to AUD20 may be deducted from the refund amount. There may be additional fees charged by the recipient's financial institution. The recipient of the payment may incur additional bank charges.

These charges are imposed by the foreign banking institution and are deducted from the payment made by the College. The College has no control over such charges and therefore does not bear any responsibility for amounts deducted or exchange rate differences that have occurred when undertaking foreign currency exchange.

Where bank charges are incurred by the College due to the Student providing incorrect or incomplete details regarding their bank account or any other information, these charges will be deducted from the refund paid to the Student.

5.2 Refunds to payment source

Refunds are generally made to the original payment source, including:

- Where an amount is paid under an AIBT/AIBT-I administered scholarship, third party contract (TPC) or loan arrangement, under the terms of which you are not eligible for a refund.
- Where payment was made by someone else on your behalf.
- Where payment was made via an authorised AIBT/AIBT-I agent.

5.3 Refunds to another account

In the following circumstances, refunds may be made to another account:

Payments made by Australian credit card more than twelve months prior to the refund may be refunded to a bank account specified by the Student.

Where a student can provide documentary evidence from the payor's bank/card provider proving the originating account is closed, refunds can be made to a bank account specified by the Student.

Where payment is made via an authorised AIBT/AIBT-I agent, the Student may specify a different account for payment of a refund in the refund request.

NOTE 1: This refund policy, and the availability of complaints and appeals procedure, does not remove the right to take action under Australia's consumer protection laws. AIBT-I / AIBT's dispute resolution processes do not circumscribe the Student's rights to pursue other legal remedies.