

FEES AND REFUND POLICY

INTERNATIONAL STUDENTS 2023

Purpose

To provide a documented process which clearly sets the conditions for assessment and approval of refund requests.

Scope

This policy applies to international students wishing to request a refund for the course fees paid to Australian Global Institute (AGI), hereafter refer to as AGI. The 'Fees and refund policy' is provided to prospective students as part of the enrolment package.

To apply for a refund, students first must cancel their course by completing the 'Request for cancellation form' providing sufficient documentary evidence to support their reason for cancellation. Please refer to 'Deferral, Suspension and Cancellation policy' for further information. Once cancellation has been approved, students can complete a 'Refund request form'. Please read the Refund Policy before completing the form.

FEES AND CHARGES

Tuition and Non-Tuition fees include:

- a) Course tuition fees
- b) Application and Administration fees
- c) Overseas Student Health Cover (OSHC) if arranged by AGI.
- d) Fees due to changes in course enrolment such as deferral, suspension, or cancellation.
- e) Fees for materials, re-assessment, optional extras
- f) Any other fees outlined in the Written Agreement and Acceptance of offer form.

Refer to 'Other Fees-International Students' for further information.

Payment particulars:

- a) Students must pay the application and administration fees for their enrolment application to be processed.
- b) Course Tuition Fees must be paid as per the Written Agreement and Acceptance of offer form to commence or continue study.
- c) 50% of the course tuition fees are to be paid at the time of accepting the offer unless otherwise arranged.

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- d) Balance of course tuition fees are due as per payment terms outline in the 'Written Agreement and Acceptance of offer form'.
- e) Tuition and Non-Tuition fees may change over the duration of a course without notice.
- f) Course Fees will not be transferred to another provider, should a Transfer of Provider request be approved.
- g) A Refund of any fee will only be processed in accordance with the 'Refund Policy.'

PAYMENT METHODS

All payments must be made in Australian Dollars in accordance with the payment schedule in the Written Agreement and Acceptance of offer form. It is the student's responsibility to ensure payment made covers bank fees, transaction fees or exchange rates. Payment can be made by:

- a) Direct or SWIFT Deposit,
- b) Credit Card,

PAYMENT EXTENSION

Should the student experience financial difficulties or encounter unforeseen circumstances where payment of fees cannot be made, then the student may request an extension of fees by submitting a Fee Extension Request Form.

The Fee Extension Request Form must be received prior to the fee due date. If the form is not received by the due date, then the student will be subject to late payment fees, regardless of whether an extension has been granted.

If an extension is approved, then a revised payment schedule will be determined.

CANCELLATION

Failure to pay any owed fees may result in the cancellation of the student's enrolment.

In the event of an enrolment being cancelled, the student has 20 working days to access the 'Complaints and Appeals process'.

OVERSEAS STUDENT HEALTH COVER

As a condition of your student VISA, the Australian Government requires students to have Overseas Student Health Cover.



- a) AGI can arrange OSHC, and will provide the associated fees and charges on the Letter of Offer, or
- b) The student is free to arrange OSHC themselves.
 - i. Students will not be able to obtain a valid Student VISA, if they do not have proof of OSHC

REFUND POLICY

The following circumstances are considered as a 'Student default':

- The student withdraws from the course prior to the schedule course start date. The amount of refund depends on the amount of notice given.
- The student does not start the course on the schedule start date and has not previously withdrawn without an approved reason.
- AGI refuses to provide, or continue providing the course to the student because the student has:
 - Not paid fees that they are liable for
 - Breached a condition of their visa.
 - Is subject to disciplinary or administrative action by AGI.

Refunds are provided under the following terms:

- **Visa refusal (before course commencement date):** Refund of the course tuition and non-tuition fees minus the lesser of the following amounts as required under the ESOS Act:
 - i. 5% of the amount of course fees received fees) before the default day or
 - ii. \$500
- **Visa Refusal (after course commencement date):** Refund of pro- rata course tuition fees. Non-tuition fees are non-refundable.
- **Cancellation prior to commencing (0 to 4 weeks):** A refund of 60% of the tuition fees paid will be made. Non-tuition fees are non-refundable.
- **Cancellation prior to commencing (more than 4 weeks):** A refund of 80% of the tuition fees paid will be made. Non-tuition fees are non-refundable.
- **Cancellation after course commencement date:** No refund will be provided for tuition fees for the current study period. Non-tuition fees are non-refundable. If any fees are owed to AGI, payment must be made immediately.

- **Visa Cancellations, Expulsion or Deportation:** If a student is reported for unsatisfactory attendance, or unsatisfactory progress, or has their enrolment terminated, or has their Student Visa cancelled, no refunds are made.

ESOS Act: <https://www.legislation.gov.au/Details/C2017C00292>

- **Termination of, or inability to provide a course by Australian Global Institute (AGI):** AGI will notify students of the provider default and offer them a place in another course or a pro-rata refund. The Tuition Protection Service (TPS) may be involved in any refunds paid due to provider default. The TPS is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.
- **Hardship:** In cases of hardship, or circumstances beyond the control of the students, an assessment of the circumstances and/or hardship will be made on a case-by-case basis, to determine what, if any, refund is to be issued.

Terms and Conditions:

- A Refund Administration Fee is applicable to all refunds.
- Non-Tuition fees listed in the written agreement are required to be paid in full in the first payment and are non-refundable. In circumstances where non-tuition fees have not been paid in full, payment must be made before a cancellation and refund can be processed unless:
 - (i) allowed for under the ESOS Act 2000 or its regulations, OR
 - (ii) Such fees were unused excursion fees, OSHC fees, or membership fees
- OSHC Refunds: Students wishing to get a refund of OSHC Insurance that has been sourced by AGI will be entitled to a pro-rata refund (less our administration charge) and the refund will be forwarded separately upon the refund being received by the OSHC provider. Students should make clear in their 'Refund request form' that they wish to receive an OSHC refund.
- Promotions and special offers: These offers are intended for students who will complete the qualifications in full. If the student agreed to accept a special course offer/ price with a refund policy different to this one, the special policy applies (e.g., no refund), except where refunds are required to follow requirements of the ESOS Act.
- Extra courses/ licenses: Should a student cancel, AGI reserves the right to deduct the cost of any "free" or "included" extra course or license, whether the student completed the relevant course.
- If an agent has received any payments from a student, it is expected that agents will likewise refund tuition fees in these cases, and students should notify AGI if that does not occur.

NOTES:

- Any request for refund must be made in writing using the "Refund request form" and will be processed within 10 working days, the student will be notified in writing of the outcome. If approved, payment will be processed four weeks after the application for refund has been approved.

- The application for refund, subject to visa refusal, must be supported with a copy of the visa rejection letter issued by the Department of Home Affairs
- All refunds are made directly to the person who paid the fees initially unless otherwise directed by the student in their written application. The authorized account details for the refund transfer must be supplied by the student when completing the 'Refund Request Form'.
- Refunds are not transferable to another student or institution.
- No refunds will be made other than in terms of the policy statement.
- The granting of refunds is at the sole discretion of the General Manager and each application is carefully considered. Non-approval of a refund application is subject to our appeals policy.
- The written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.
- AGI may vary a payment schedule within legal requirements at its own discretion.
- Any refund that may be payable will be remitted in Australian currency only.

The student must provide details of the bank account into which the funds will be debited:

- Account name – this must be in the name of the student
- Account number
- Name and address of bank
- SWIFT code

Tuition Protection Service (TPS)

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.

The TPS ensures overseas students can either:

- Complete their studies in another course or with another registered provider.
- Receive a refund of their unspent tuition fees.

Information about the Tuition Protection Services can be found at this website:
<https://tps.gov.au/Home>