

# Refund Policy and Procedure

## 1. POLICY

Vocational Training Institute (VTI) RTO 41111, CRICOS 03487C will ensure that this policy/procedure is in accordance with 'National Code of Practice for Providers of Education & Training to Overseas Students 2018' and 'Standards for Registered Training Organisations' (RTOs 2015).

## 2. PURPOSE

The purpose of this policy is to ensure that VTI adopts a Refund Policy and Procedure that is fair to students who have valid reasons for requesting refunds and who give VTI the sufficient notice, whilst at the same time protecting VTI from suffering from any economical loss that may be caused by refund requests not submitted within the required timeframe. This policy aims to set out the circumstances under which students may claim a refund and the associated procedures for handling refunds.

## 3. SCOPE

This policy and procedure applies to all fees received from international students enrolled by VTI as well as fees received from all the prospective students who pay an advance fee when applying for a place at VTI.

## 4. DEFINITIONS AND KEY WORDS

**Provider:** VTI is the provider in the context of this policy and procedure.

**Course:** A program of study leading to a qualification or an award. A course may comprise of units or modules.

**Principal Course of Study:** Means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study.

**Term:** In AUR, BSB, CHC training packages courses listed on VTI's scope a "term" is defined as a discrete period of study whereas in Courses of CPC training package listed on VTI's scope, a term is defined as per the calendar weeks. The table below represents the term duration and number of terms for each qualification on VTI's scope:

Course Code/Title	Term Duration (Weeks)	Number of Terms
AUR30620 Certificate III in Light Vehicle Mechanical Technology	11	5
AUR40216 Certificate IV in Automotive Mechanical Diagnosis	6	5
BSB50420 Diploma of Leadership and Management	11	4
BSB60420 Advanced Diploma of Leadership and Management	9	5
BSB80120 Graduate Diploma of Management (Learning)	11	4

**Course Fees:** A total of tuition, materials, application and any other fees during the course of study.

**Tuition fees:** Fees paid that relates to cost of the course and the use of resources at VTI. Tuition fees do not include

- Overseas Student Health Cover (OSHC)
- Administration costs including enrolment/application fees, home stay booking fee and airport pick-up fee
- Cost related to equipment/tools or training material purchases
- Material Fees which includes cost of learning material, resources, equipment's provided by VTI.

**Non-tuition fees:** Non-tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary.

**Unused-tuition fees:** Unused tuition fees that a student has pre-paid for educational services that VTI has yet to provide to the student.

**Refund:** An amount of fees paid by the currently enrolled or prospective student to VTI, which is returned to the student under specific circumstances outlined in this policy.

**Provider Default:** Occurs when

- The course does not begin on the agreed commencement date; or
- The course ceases to be provided at any time after it commences but before it is completed; or
- The course is not provided in full to the Student because a sanction has been imposed on VTI.

**Student Default:** Occurs when VTI refuses to provide or continue to providing a course to the Student due to:

- 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); or
- VTI refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
  - The student failing to pay an amount he or she was liable to pay VTI, directly or indirectly, in order to undertake the course; or
  - The student breaching a condition of his or her Student Visa; or
  - Misbehaviour/Misconduct by the Student

## 5. REFUND POLICY CONIDITONS

5.1 Refund applications after course commencement are in relation to Tuition Fees only. Enrolment Fees and Material Fees or any related Administrations fees are non-refundable.

5.2 Student who withdraw from their studies after the commencement of their course are required to pay the balance of their Tuition Fee for the current term before the date of cancellation of their CoE.

5.3 VTI is not able to provide any refunds for fees paid to any third parties such as Health Insurance or fees paid directly to an Education Agent.

5.4 Where the student breaches VTI Policies and Procedures no refund is payable.

5.5 Students are not eligible for a refund where they have defaulted on any payment dues.

5.6 In the event of early termination or withdrawal by student, student must pay the tuition fee in full for the current term before the termination will be considered.

5.7 VTI will refund the fees in accordance with the refund policy set out below.

Refund Conditions	Calculation of Refund
<b>Visa refused before commencement date</b> <ul style="list-style-type: none"><li>• In the event that a student's initial visa is not granted, a request for refund in writing (via Refund Request</li></ul>	The refund will be all course fees paid in advance by the student for each and every course minus an administration and processing charge of the lesser of:

<p>Form) and proof of visa refusal from Immigration must be provided to VTI no later than 28 days after the visa refusal.</p> <ul style="list-style-type: none"> <li>• Without proof of refusal from the Immigration, NO refund will be issued.</li> <li>• The entitled refund will be made to the Student within 4 weeks after the written request and evidence of documentation is received.</li> </ul>	<p>(i) 5% of the amount of course fees received by VTI before the default day, or (ii) AUD \$500 Whichever is less (*Course fees = tuition fees + non-tuition fees received by VTI in respect of the student)</p>
<p><b>VTI does not commence a course delivery of a course</b></p> <ul style="list-style-type: none"> <li>• Students may be offered enrolment in an alternative course by VTI at <b>no extra cost</b>. Students have the right to choose whether they would prefer a refund of refundable course fees, or to accept a place in another course at VTI.</li> <li>• In case student chooses to claim refund of course fee paid, the refund will be processed within 14 days of initial course commencement date.</li> </ul>	<p>100% refund of Course fees received by VTI will be refunded to the student based on the calculations as per Education Services for Overseas Students (Calculation of Refund) Specification 2014.</p>
<p><b>VTI ceases delivery of a course</b></p> <ul style="list-style-type: none"> <li>• In the unlikely event VTI ceases to deliver or is prevented by way of government sanction from delivering the course before it is completed.</li> <li>• Students may be offered enrolment in an alternative course by VTI at no extra cost. Students have the right to choose whether they would prefer a refund of refundable course fees, or to accept a place in another course. If a student chooses placement in another course, VTI will ask the student to sign a document to indicate that they accept the placement.</li> <li>• In case student chooses to claim refund of course fee paid, the refund will be processed within 14 days from the time the course ceases to be delivered provided the student has not withdrawn from the course before the default date.</li> </ul> <p>In such case of provider default, student tuition fee is protected under <b>TPS (Tuition Protection Service)</b>. The Tuition Protection Service is an initiative of the Australian Government to assist International Students whose education providers are unable to fully deliver their course of study. For more information on TPS for International Student, please visit: <a href="https://tps.gov.au/">https://tps.gov.au/</a></p>	<p>Refund of 'Unused Tuition Fees' received by VTI will be refunded to the student based on the calculations as per Education Services for Overseas Students (Calculation of Refund) Specification 2014.</p>
<p><b>Extenuating Circumstances</b></p> <p>Student cannot commence the course due to circumstances which includes but are not limited to severe illness or disability or death of close member of the Student (parent, sibling, spouse or child). Students</p>	<p>100% refund of Course fees received by VTI.</p>

are required to inform VTI in writing within 14 days along with the supporting documents.	
Student withdraws more than 60 days before the course commencement date	All Course fees paid are refundable, less an Administration fee of AUD \$500.
Student withdraws less than 60 days but more than 28 days before the course commencement date	50% Tuition Fee and 100% Material Fee is refundable, less an Administration fee of AUD \$500.
Student withdraws less than 28 days before the course commencement date	No Refund
Student cancels enrolment after the course commencement date	No Refund
<b>RPL Fees</b> RPL processing fee per unit (irrespective of whether or not RPL is granted or not granted)	No Refund
<b>Transfer to Another Provider</b> If student seeks and is granted approval by VTI to transfer to another provider <b>prior or during the completion</b> of six months' study of the principal course.  If student seek and is granted approval by VTI to transfer to another provider <b>after the completion</b> of six months' study of the principal course.	No Refund  Refund of Unused Tuition Fees
<b>Misconduct/Misbehaviour</b> Cancellation of Enrolment due to misconduct/misbehaviour by student	No Refund
<b>Refusal of Visa Extension</b> Visa extension is refused after the course commencement date	Refund of Unused Tuition Fees
<b>Abandonment of Course</b> Student abandons the course or fails to return after the scheduled break without formally cancelling their enrolment	No Refund and Student will be invoiced for the Tuition Fee before the date of cancellation of enrolment.

## 6. PROCEDURE TO APPLY REFUND

6.1 All refund claims must be submitted in writing via VTI's Refund Request Form available at website or at VTI's Reception. This form must to be submitted to VTI's Accounts Team accompanied by appropriate supporting documents.

6.2 The refund will be processed within 4 weeks once VTI will receive filled and completed Refund Request Form along with the supporting documents.

6.3 Student will be notified via email about the outcome of the refund application.

6.4 All refunds will be approved by the CEO/Delegate.

6.5 Refunds will be paid in Australian dollars via bank transfer to the bank account number nominated by the student on the Refund Request Form.

6.6 Refund to International banks are be made in the Australian currency where by student will receive refund amount equivalent to Australian Dollar exchange rate on the date of transfer.

6.7 The student will not be refunded for any fees charges administered by financial institutions arising from international money transfers or transfers which involve different currencies.

6.8 For any refund to be paid to any other person than the students, a written authorisation from the student will be required.

## **7. STUDENT'S RIGHT TO APPEAL**

a. A student may appeal against a decision made with respect to fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the VTI's Complaints and Appeals Policy and Procedure.

b. VTI's appeal process does not restrict the right of student or intending student to pursue other legal avenues or to take action under Australia's consumer protection laws.

## **8. RESPONSIBILITY**

VTI's Account Team has the responsibility to process the refund claims and provide the student details and fee status to CEO/Delegate for approval. The CEO has overall responsibility for the implementation and review of this policy. Any complaints or breaches in relation to this policy should be reported to the CEO in person or by email to: [operations@vocationalinstitute.com.au](mailto:operations@vocationalinstitute.com.au)

## **9. RELATED DOCUMENTS**

Few related documents to this policy are:

- Refund Request Form
- Letter of Offer and Acceptance of Offer and Enrolment Agreement
- Fees and Charges Policy
- Complaint and Appeal Policy and Procedure
- Credit Transfer & Recognition of Prior Learning (RPL) Policy
- Transfer Between Registered Providers Policy and Procedures