1. Refunds

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<th>Policy Version Details</th>
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<td>Version Identifier</td>
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<td>v24.0 February 2015</td>
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Please refer to the Policy Development and Review policy for details of the process for managing policy version details.

### Statutory and regulatory compliance

- Standards for RTOs 2015
  - Clause 5.3
- National Code Standard 3.2

### Related Policies

- Offer Enrolment and Acceptance Agreement
- Learner Support and Welfare Services
- Fees and Charges
- Applications, Offers and Enrolments
- Education Agents
- Transfers between Registered Providers
- Monitoring Course Progress
- Student Handbook
- Deferment, Suspension or Cancellation of Enrolment
- Critical Incidents
- Plagiarism, Collusion and Cheating
- Governance and Probity

### Related Documents

- IETS Refund request form

### Policy

IETS will provide a full refund to a student in the case of default by IETS. IETS will provide a full or partial refund to a student in the case of default by the student.

### Procedures

#### Definitions

**Agreed starting day**
This means the day of scheduled course commencement, or a later day agreed between IETS and the student as the commencement day in the enrolment offer or the (in the case of an overseas student) the confirmation of enrolment (“CoE”).

**Default by IETS**
This refers to those instances where:

- the course does not start on the agreed starting day, or
- the course ceases to be provided at any time after it starts but before it is completed, or
- the course is not provided in full to the student because a sanction has been imposed on IETS under the NVR Act 2011 and/or the Education Services for Overseas Students Act 2000
- and the student has not withdrawn before the day of default.

**Default by the student**
This refers to those instances where:
- the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or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 (either before or after the agreed starting day); or
- IETS refuses to provide, or continue providing, the course to the student because of one or more of the following events:
  - the student failed to pay an amount he or she was liable to pay IETS, directly or indirectly (including any course money collected by education agents or other parties on behalf of IETS, in order to undertake the course);
  - in the case of an overseas student, the student breached a condition of his or her student visa, or
  - misbehaviour by the student, as defined by IETS’s published rules.

**Default day**
This means the following:
- the day on which the course does not start or the day a student does not start the course (and has not previously withdrawn); or
- the day on which the course ceased to be provided; or
- the day on which the student withdraws from the course; or
- the day on which IETS refuses to provide, or continue providing, the course to the student due to the student’s failure to pay IETS an amount he or she was liable to pay, the student breached a condition of his or her student visa (if the student is an overseas student) and/or misbehaviour by the Student.

**Applying for a refund**
All applications for a refund must be made using IETS’s refund application form. This is available from the reception desk or from the Student Services Manager.

**Payment of refunds**
All refunds will be paid to the person with whom IETS has a contract unless written authority is received by IETS to pay another party. The postal address for refund applications is provided in the Pre-enrolment information for Intending Overseas Students booklet, the Pre-enrolment information for domestic Students booklet and the student handbook.
All approved refunds are made payable to and sent to the student or his/her agent (if written authority has been obtained to do so), in the country of origin as applicable in Australian dollars.

**Refund of fees other than tuition fees**
Application Fees are non-refundable under any circumstances.
Materials fees and OHSC fees are refundable in the event of a student not commencing provided 14 days notice is provided prior to the agreed starting day. Materials fees are not refundable if a student withdraws from a course, or if a student’s enrolment is cancelled. There is no refund available for substitution of materials.
Refunds of tuition Fees

IETS will refund tuition fees as follows:

- In the case of an overseas student, if the student is refused a visa, IETS will provide a full refund.
- If enrolment is cancelled more than 10 weeks prior to the agreed starting day, 20% of the Tuition Fee shall be retained by IETS.
- If enrolment is cancelled between four to ten weeks prior to the agreed starting day, 30% of the Tuition Fee shall be retained by IETS.
- If enrolment is cancelled less than 4 weeks prior to the agreed starting day, there will be no refund.
- If enrolment is cancelled after the agreed starting day (including, in the case of overseas students, but not limited to cancellation of visa or cancellation of CoE for failure to comply with the IETS Student Code of Conduct or to meet satisfactory course progress requirements), there will be no refund.

The refunds above will be made within 28 days weeks of the date of receipt by IETS of the student’s written notice advising of cancellation of enrolment. Any commission paid to an agent in relation to the student’s recruitment shall be deducted from the above refund.

Conditions

- The date for cancellation of enrolment is the date that IETS receives the student's written application for cancellation of enrolment.
- In the case of an overseas student where a student’s visa is refused the student must provide IETS with certified evidence that the application for a student visa has been refused.
- Where a student has enrolled in more than one course with IETS, then the agreed starting day is the commencement date of the first course in which the student is enrolled.
- In the event that a student has not paid his or her applicable tuition fee the amount IETS may retain shall be a debt that is due and payable by the student together with any expenses, costs or disbursements incurred by IETS in recovering outstanding monies, including but not limited to debt collection agency fees and legal costs.

Default by IETS

Where IETS is in default then IETS shall refund the total of the unused portion of prepaid tuition fees received in respect of the student (including any course money collected by education agents or other parties on behalf of the registered provider) prior to the default day.

IETS will make payment of the refund within 14 days after the default day.

Overseas students

The following plain English statement is provided to all applicants for enrolment as overseas students:

“In the unlikely event that IETS is unable to deliver your course in full, you will be offered a refund of all the unused prepaid tuition fees that you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.

Alternatively, you may be offered enrolment in an alternative course by IETS at no extra cost to you. You have the right to choose whether you would prefer a full refund of tuition fees, or to accept a...
place in another course. If you choose placement in another course, we will ask you to sign a
document to indicate that you accept the placement.
If IETS is unable to provide a refund or place you in an alternative course, the Tuition Protection
Service will provide you with assistance in finding an alternative suitable course at another education
provider.
In the event a student cannot find an alternative course placement option, the student will be eligible
to request a refund of unexpended pre-paid tuition fees from the TPS, and will be required to comply
with any relevant immigration requirements.”

Consumer protection laws
The agreement of the student to the conditions stated in the offer acceptance agreement, and the
availability of complaints and appeals processes, does not remove the right of the student to take
action under Australia’s consumer protection laws.

Other legal remedies
These Terms and Conditions do not circumscribe the Student’s right to pursue any other legal
remedies.
The above information about the IETS refund policy is provided in the IETS document “Pre-enrolment
Information for Intending Overseas Students”.
This refund policy is clearly shown on the offer acceptance agreement signed by the student.